



REGULAR COUNCIL MEETING AGENDA
July 12, 2023, 7:00 pm
Council Chambers

1. CALL TO ORDER

2. COUNCILLOR ABSENCES

3. AGENDA ADDITIONS

4. ADOPTION OF THE AGENDA

5. DISCLOSURE OF CONFLICT OF INTEREST

6. DELEGATIONS

7. REPORTS

- a. Mayor
- b. Staff
 - i. SAO
 - ii. Public Works
 - iii. Recreation
 - iv. Fire Department

8. ADOPTION OF MINUTES FROM PREVIOUS MEETINGS

- a. Jun 7, 2023 Regular meeting
- b. Jun 12, 2023 Special meeting
- c. Jun 22, 2023 Special meeting

9. DEFERRED BUSINESS AND TABLED ITEMS

10. NEW BUSINESS

- a. Human Resources – Lands/Economic Development Officer job description
- b. 2023/24 Gas Tax Agreement
- c. Capital Projects – Skate Rink Park
- d. Development Permits – AWP Industries
- e. In-Camera - NTPC

11. STRATEGIC PLAN REVIEW

12. BYLAWS & POLICIES

- a. Procurement bylaw – 3rd reading

13. COUNCIL ISSUES & CONCERNS

14. CORRESPONDENCE OUTGOING

15. CORRESPONDENCE & INFORMATION

16. ADJOURNMENT



SAO REPORT

DATE	SUBJECT	PREPARED BY
July 4, 2023 - update	Lands Update	Blair Porter

ISSUE

A number of Enterprise residents do not have title to their land as of yet.

BACKGROUND

The GNWT entered into agreements with a number of Enterprise residents to transfer title to their equity leases, for which the process to transfer such titles was started a number of years ago.

CURRENT STATUS

The equity leases have still not been transferred over, despite numerous promises that things would happen sooner rather than later. This has resulted in considerable frustration among Enterprise residents.

UPDATE

I met with the team at the Department of Lands on Tuesday, May 2, 2023. They informed me that all the sale agreements for the lots that Council passed the acquisition bylaws to are done, ready to be signed by the Commissioner of Lands and the Minister. They should be available on Monday, May 8, 2023 to signed the documents, after which they will get sent to the Land Titles office to facilitate the transfer. This process normally takes 2-4 weeks.

Now that the process for that is complete, they are moving on to the equity leases. They cautioned that it will be a meticulous process because the timing has to be just right so that everything goes through smoothly with no hiccups. They will let us know when we can do the acquisition bylaws for the equity leases, which will involve a lot of work. Once that is complete, then we can do the disposal bylaws. As slow as this process has been, it is encouraging to see that work is moving ahead and in the near future, the transfers will be a reality.

UPDATE – July 4, 2023

I received an email from Lands on July 4, 2023, stating the following:

“We are going to have to start on the Land Acquisition and Land Disposal Bylaws for each of the Equity Project parcels.

There will be a list sent to you shortly confirming which parcels are able to move forward, and we will need both for each one.”

As soon as I receive this list, we will be moving onto the land acquisition and disposal bylaws, the first step in the transfer process. Good news!

NEW ITEM

HAMLET OF ENTERPRISE
526 Robin Road
Enterprise, NT, XOE OR1



SAO REPORT

DATE	SUBJECT	PREPARED BY
July 5, 2023	NEBS Solvency Deficiency	Blair Porter

REPORT TO COUNCIL

As a result of terminating participation in the NEBS pension program, the Hamlet has been charged a Solvency Deficiency charge of \$129,800, as well as the cost of determining the deficiency charge in the amount of \$2,910.08.

BACKGROUND

Council made a motion on March 14, 2023 to terminate participation in the NEBS program, based on staff requests. NEBS received the application to terminate shortly thereafter, at which time they set about determining the cost of terminating the program.

Upon receipt of the charge, we sent the letter to our Human Resources legal team to verify whether the charge was justified. It was determined that, based on the Pension Act and NEBS policies, NEBS does have the statutory authority to charge such and the valuation is justified.

CURRENT STATUS

Payment was made to NEBS to pay the Solvency Deficiency, as well as the cost to determine the valuation.

NEW ITEM

HAMLET OF ENTERPRISE
526 Robin Road
Enterprise, NT, X0E 0R1



REQUEST FOR DECISION

DATE	SUBJECT	PREPARED BY
July 4, 2023	Hamlet logo	Blair Porter

RECOMMENDATION

That Council make a motion to have a consistent logo/flag throughout the NWT.

CONCEPT

The Hamlet has an official flag at the GNWT Legislature in Yellowknife, but the official logo on Hamlet letterhead does not match.

Originally, the Hamlet had as its official logo/flag the one that is on display in the Council chambers. This is still the flag that is currently at the GNWT legislature, along with the official flags of the other NWT communities.

Then in May 2011, Council made a motion to update the Hamlet logo. Below is an excerpt from May 9, 2011 Regular meeting minutes:

Letterhead - Hamlet Logo

Request to update the Hamlet logo to be consistent with the Hamlet highway signage. Council agreed that the image should be consistent and expressed positive feedback given on the highway sign designs. Mayor Al Flamand asked for motion to change Hamlet Logo to match highway signage.

Motion #2011-05-044

Motion that Council approves the proposed new letterhead/logo.

Motion by Councilor Mathew Gauthier

Second by Councilor Jim Dives

Carried

The Hamlet should have a consistent theme and flags, logos, letterheads, and signage should be updated to reflect such.

RELEVANT DOCUMENTATION

May 9, 2011 meeting minutes

OPTIONS

1. Update the letterhead and signage to reflect the original flag/logo.
2. Update the flag at the GNWT legislature to reflect the updated logo.

PREFERRED OPTION: N/A

NEW ITEM

Hamlet of Enterprise
Departmental Income Statement Apr 01, 2023 to Jul 04, 2023

	<u>General Governance</u>	<u>Protective Services</u>	<u>Public Works & Trans.</u>	<u>Recreation Services</u>	<u>Environmental Health</u>	<u>Water and Sewage</u>	<u>Land Planning & Admin.</u>
REVENUE							
REVENUE							
Revenue - MACA	109,666.68	36,666.66	87,666.66	41,666.67	12,916.68	74,083.32	0.00
Administration Fees	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00
W&S Revenue - Residential	0.00	0.00	0.00	0.00	0.00	2,777.63	0.00
W&S Revenue - Commercial	0.00	0.00	0.00	0.00	0.00	241.14	0.00
W&S Revenue - Government	0.00	0.00	0.00	0.00	0.00	221.16	0.00
W&S Revenue - Subsidy	0.00	0.00	0.00	0.00	0.00	(1,352.44)	0.00
TOTAL REVENUE	<u>113,266.68</u>	<u>36,666.66</u>	<u>87,666.66</u>	<u>41,666.67</u>	<u>12,916.68</u>	<u>75,970.81</u>	<u>0.00</u>
OTHER REVENUE							
Deferred Revenue	203,150.00	0.00	0.00	0.00	0.00	0.00	135,000.00
Revenue - Business License	600.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue - Development Permit Fees	1,150.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue - Donations	7,900.00	0.00	0.00	850.00	0.00	0.00	0.00
Revenue - Rent	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Revenue - Other	0.00	0.00	0.00	50.00	0.00	0.00	0.00
TOTAL OTHER REVENUE	<u>213,800.00</u>	<u>0.00</u>	<u>0.00</u>	<u>900.00</u>	<u>0.00</u>	<u>0.00</u>	<u>135,000.00</u>
TOTAL REVENUE	<u>327,066.68</u>	<u>36,666.66</u>	<u>87,666.66</u>	<u>42,566.67</u>	<u>12,916.68</u>	<u>75,970.81</u>	<u>135,000.00</u>
EXPENSE							
OPERATING EXPENDITURES							
Advertising & Public Relations	1,690.00	0.00	0.00	0.00	0.00	0.00	0.00
Courier & Postage	766.18	0.00	0.00	0.00	0.00	62.20	28.46
Insurance - Buildings	10,778.18	6,295.05	9,747.84	13,763.77	0.00	0.00	0.00
Insurance - Equipment	0.00	422.00	2,635.00	358.00	603.00	0.00	0.00
Insurance - Liability	3,758.00	359.50	254.75	129.75	0.00	0.00	0.00
Insurance - Vehicles	1,473.13	2,996.00	3,145.00	470.00	965.29	870.74	0.00
Total Insurance	16,009.31	10,072.55	15,782.59	14,721.52	1,568.29	870.74	0.00
Interest & Bank Charges	231.66	0.00	0.00	0.00	0.00	0.00	0.00
Legal Fees	8,565.91	0.00	0.00	0.00	0.00	0.00	1,610.05
Licenses, Due & Fees	2,776.72	744.00	31.00	0.00	0.00	0.00	470.00
Meetings & Workshops	715.81	0.00	0.00	5,988.14	0.00	0.00	0.00
Miscellaneous Expense	2,058.47	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies	7,358.55	697.40	0.00	2,868.94	0.00	0.00	0.00

Program Expenses	421.39	0.00	0.00	4,723.37	0.00	0.00	0.00
Program Expenses - Groceries	<u>8,337.98</u>	<u>0.00</u>	<u>0.00</u>	<u>6,138.26</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Program Expenses	8,759.37	0.00	0.00	10,861.63	0.00	0.00	0.00
Repairs & Maintenance - Buildings	4,005.75	2,382.99	7,296.04	118.97	0.00	0.00	0.00
Repairs & Maintenance - Equipment	0.00	2,996.95	2,832.18	491.76	0.00	0.00	0.00
Repairs & Maintenance - Roads	0.00	0.00	3,182.10	0.00	0.00	0.00	0.00
Repairs & Maintenance - Vehicles	0.00	80.93	19.80	0.00	0.00	0.00	0.00
Repairs & Maintenance - Fuel	<u>190.59</u>	<u>0.00</u>	<u>3,508.58</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Repairs & Maintenance	4,196.34	5,460.87	16,838.70	610.73	0.00	0.00	0.00
Special Events	35.10	0.00	0.00	3,785.43	0.00	0.00	0.00
Supplies & Materials	886.81	0.00	1,276.69	1,370.81	0.00	0.00	0.00
Telephone, Fax, Internet	228.00	232.47	0.00	0.00	0.00	0.00	0.00
Training Expenses	99.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel/Accommodation	5,036.05	1,384.00	979.65	0.00	0.00	0.00	0.00
Utilities - Heating Fuel	530.86	364.03	476.70	688.92	0.00	0.00	0.00
Utilities - Water & Sewer	<u>3,286.58</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>895.47</u>	<u>0.00</u>
Total Utilities	3,817.44	364.03	476.70	688.92	0.00	895.47	0.00
Contracted Services - Sewer	0.00	0.00	0.00	0.00	0.00	10,101.32	0.00
Contracted Services - Water	150.00	0.00	0.00	0.00	0.00	10,686.81	0.00
Contracted Services	<u>62,231.85</u>	<u>1,657.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>624.00</u>
Total Contracted Services	62,381.85	1,657.50	0.00	0.00	0.00	20,788.13	624.00
TOTAL OPERATING EXPENDITURES	<u>125,612.57</u>	<u>20,612.82</u>	<u>35,385.33</u>	<u>40,896.12</u>	<u>1,568.29</u>	<u>22,616.54</u>	<u>2,732.51</u>
PAYROLL EXPENDITURES							
Wages & Salaries Expense	89,864.05	12,667.80	39,379.84	29,289.30	5,335.51	0.00	0.00
EI Expense	1,930.49	336.48	941.83	654.83	38.70	0.00	0.00
CPP Expense	5,372.90	730.82	2,355.25	1,570.30	99.58	0.00	0.00
WCB Expense	2,459.83	346.86	984.10	673.60	41.07	0.00	0.00
Employee Benefits	134,172.97	0.00	1,495.82	282.92	0.00	0.00	0.00
Honorarium	<u>16,825.00</u>	<u>2,300.00</u>	<u>100.00</u>	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL PAYROLL EXPENDITURES	<u>250,625.24</u>	<u>16,381.96</u>	<u>45,256.84</u>	<u>32,570.95</u>	<u>5,514.86</u>	<u>0.00</u>	<u>0.00</u>
CAPITAL EXPENDITURES							
Capital Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital - Contractors	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CAPITAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENSE	<u>376,237.81</u>	<u>36,994.78</u>	<u>80,642.17</u>	<u>73,467.07</u>	<u>7,083.15</u>	<u>22,616.54</u>	<u>2,732.51</u>
NET INCOME	<u>(49,171.13)</u>	<u>(328.12)</u>	<u>7,024.49</u>	<u>(30,900.40)</u>	<u>5,833.53</u>	<u>53,354.27</u>	<u>132,267.49</u>

Generated On: Jul 06, 2023

Hamlet of Enterprise
Departmental Income Statement Apr 01, 2023 to Jul 04, 2023

	<u>Capital</u>
REVENUE	
REVENUE	0.00
TOTAL REVENUE	<u>0.00</u>
EXPENSE	
PAYROLL EXPENDITURES	
Wages & Salaries Expense	3,260.40
El Expense	74.39
CPP Expense	153.94
WCB Expense	76.94
Employee Benefits	0.00
Honorarium	0.00
TOTAL PAYROLL EXPENDITURES	<u>3,565.67</u>
CAPITAL EXPENDITURES	
Capital Assets	62,745.76
Capital - Contractors	20,361.00
TOTAL CAPITAL EXPENDITURES	<u>83,106.76</u>
TOTAL EXPENSE	<u>86,672.43</u>

Generated On: Jul 06, 2023

Hamlet of Enterprise
Project Income Summary Apr 01, 2023 to Jul 04, 2023

	<u>Account Number</u>	<u>Account Name</u>	<u>Revenue</u>	<u>Expense</u>
3: Capital - Emergency Measures - Equipment				
	5410	Capital Assets		60,000.00
3: Capital - Fire Protection - Community FireSmart				
	5412	Capital - Contractors		19,741.00
3: Capital - Health & Wellness - Garden Upgrade				
	5410	Capital Assets		54.38
3: Capital - Public Works - Cemetery				
	5412	Capital - Contractors		170.00
3: Capital - Recreation - Burrow Pit Development				
	5412	Capital - Contractors		250.00
3: Capital - Recreation - Fitness Center Upgrades				
	5412	Capital - Contractors		200.00

Generated On: Jul 06, 2023

NEW ITEM

June Public Works Update 2023

Key & Lock Replacement Project

Jan 10- Mar 14 training on software/ key cutting machine/ building cores - completed

Mar 14 -Hamlet office cores completed and installed, new keys issued to staff and key agreements signed - Completed

All Hardware Inventory of all buildings and locks that need to be changed has been completed and hardware has been ordered

APR 20 Rec Hall -cores, keys and key agreements installed - Completed

Fire Hall- Cores, keys and agreements in Progress

Fitness Center- waiting for hardware

6Bay Garage – waiting for hardware

Sea Cans and other Storage Buildings – waiting for hardware

July 5th – Waiting for Hardware

Note – system is functioning well, with the ability to cut, issue, and meet our needs in house!!

Handy Van Wheelchair Upgrade – 1000 lb capacity Braun ability, century 2 automated wheel chair lift installed in handivan June 16 - Completed

Wssc Inspection –All Action Items - Completed

Solid Waste/Sewage lagoon- Annual inspection – Inspection completed June 26th , inspector noted the site is in excellent shape, with domestic and construction cells being maintained and covered properly– keep up the good work, Thanks Jim

Community Garden – All beds planted and growing – cucumbers, beans, peppers, tomato, carrots, beats, lettuce, cabbage, all growing and doing well –preparation of out door beds underway - thanks Russ & Claudia

Installed Starlink internet at hamlet office and fire hall, cell boosters to be installed at the hamlet office, firehall, rechall, and 6bay garage - ongoing

Fire Smarting – Individual totes with irrigation pumps/hoses and sprinklers placed around town, roof top sprinklers purchased and deep well pumps installed in several locations around community.

Garbage pick up, Wed 1pm, will continue to pick up bulky waste for residences, just get a hold of Chaal 867 875 8967 and we can figure it out.

Sincerely Chaal Cadieux, Public Works Foreman

NEW ITEM

RECREATION REPORT - MAY 2023

May 1st – ASPA, Staff: 2, Kids: 3

May 2nd – ASPA, Staff: 2, Kids: 2

May 3rd – **Seniors Lunch**

ASPA, Staff: 2, Kids: 6

May 4th – ASPA, Staff: 2, Kids: 3

May 8th – ASPA, Staff: 2, Kids: 4

May 9th – ASPA, Staff: 2, Kids: 4

May 10th – ASPA, Staff: 2, Kids: 3

May 11th – ASPA, Staff: 2, Kids: 5

May 12th – ASPA, Staff: 2, Kids: 7

May 14th – **Mother's Day Gift Baskets** were distributed on May 12th.

Evening of **May 14th** the community hall opened the doors for evacuees from Hay River due to wildfire. With the support of Mayor & Council, all Hamlet Staff, Enterprise Fire Department, volunteers, participation of evacuees and numerous factions, the community hall was able to function as an Evacuation Centre.

May 25th, Hay River residents were welcomed back into the Town of Hay River.

May 31st – ASPA, Staff: 2, Kids: 2

Due to unforeseen circumstances and scheduled leave of absence, my apologies for the delay in submitting May 2023 Report.

We appreciate Mayor & Council for all the support for all events and activities at the Community Hall.

Sincerely,

Stephanie Kotchea,

Wellness/Recreation Coordinator.

NEW ITEM



ENTERPRISE FIRE DEPARTMENT

FIRE CHIEF REPORT

June 2023

Fire Chiefs Comments/Concerns

A very busy month attended the Fire Chief's Learning Symposium which was totally worthwhile.

Membership

Craig McMaster – Fire chief

Sandra McMaster, Stephanie Kotchea, Chaal Cadieux, Michele Paolucci, Kathy Beaupre – Fire fighters

Raven Magrum – Probationary Firefighter

Glen Ekhiohina, Pat Coleman and Lawrence Poitras – possible new members

Fire Prevention

- Call the fire Chief if you're going to have a fire. Which gives me the knowledge to take action at that moment required for a quicker and more effective response. This message will be posted in the Community.
- Residents are encouraged to fire smart their properties.
- Wildfire smoke is a health concern, cleaner air quality can be found at the Community Hall

Department Activity

Fire scene safety and security training continues.

Members were using the deluge function (the water cannon on the top of the fire truck) during practice at the regular meeting. The range is over 150'.

Training

By – Law Enforcement Training Course Taken and passed with the School of Community Government by the By – Law Officer

Meetings/Teleconferences

Star Link installed in the Fire Hall

Boards/Committees

Will be calling an Occupational Health and Safety Committee Meeting in the month of July

NEW ITEM



REGULAR COUNCIL MEETING MINUTES

June 7, 2023, 7:00 pm

Council Chambers

APPROVED BY MOTION #

<p><u>PRESENT</u> Mayor Michael St Amour Deputy Mayor Sandra McMaster Councillor Barb Hart Councillor Allan Flamand Councillor Darren Sopel</p>	<p><u>ABSENT</u> Councillor Jim Dives</p>	<p><u>STAFF</u> Blair Porter, SAO</p> <p><u>MINUTES PREPARED BY</u> Blair Porter, SAO</p>
<p><u>GALLERY</u></p>	<p><u>DELEGATES</u></p>	

1. CALL TO ORDER

Mayor Michael St Amour called the June 7, 2023 Regular Council meeting at 7:02 pm.

2. COUNCILLOR ABSENCES

Motion 2023-191

Motion to accept the absence of the following councillor:

- Councillor Jim Dives, with reason

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

3. AGENDA ADDITIONS - NIL

4. ADOPTION OF THE AGENDA

Motion 2023-192

Motion to adopt the agenda as presented.

Moved by: Councillor Barb Hart

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

5. DISCLOSURE OF CONFLICT OF INTEREST – NIL

6. DELEGATIONS - NIL

7. REPORTS

a. MAYOR

Reprimand letter – make room for signatures

Initials: Mayor _____ SAO _____

Things are moving ahead
Been in contact with Chief Martel several times about rooms for evacuees
Reserved rooms at Gateway for 3 days, no one showed
Talked to Mayor Jamieson and MLA Bonnetrouge
Haven't seen much of him at all
Since Hay Days is cancelled, like to see music days throughout the summer in Enterprise

b. STAFF

i. SAO

Hay River wildfire evacuation

Had staff debriefing
Positives – felt more prepared, organized; more organized
Concerns –
Communication - among staff and cell network, etc
Purchased cell boosters
Will lobby NWTEL for another tower
Special needs
Seems that GNWT relying on our handi van to transport
Access for these ones also a concern
Evacuees themselves
Some speeding through parking lot, etc.
Working on getting better with communication every day
Dept head meeting happening regularly
Education of residents also help
Working at getting supplies for triage unit at fire hall for future events
Should have training for those working at Reception Center
May have to look into Red Cross to do training
Have received donations to cover costs
Including \$5K from Metis Association
United Way gave \$27,500
Get rest from MACA

Handi van

Lift installation scheduled for June 15 & 16, 2023

Northwestel Fibre Op

Met with representatives
Mid July for installation to be complete for residents
Updates will be posted on Facebook, etc.
More information will be provided closer to installation time

Bylaws

Received bylaw reviews from lawyer, Fees and Charges/Procurement
Will do readings at another meeting

ii. FIRE DEPARTMENT

Good to see the truck being used, firefighters getting practice
Will be bringing to Council proposal for side-by-side pumper apparatus
Will enable fire dept to fight brush fires more efficiently, etc.
Radio system being looked at

Motion 2023-193

Motion to approve all staff reports, written and verbal.

Moved by: Councillor Barb Hart

Seconded by: Councillor Darren Sopol

ALL IN-FAVOUR - MOTION CARRIED

Initials: Mayor _____ SAO _____

8. ADOPTION OF MINUTES FROM PREVIOUS MEETINGS

- a. May 9, 2023 Regular meeting
- b. May 16, 2023 Emergency meeting
- c. May 17, 2023 Emergency meeting
- d. May 18, 2023 Emergency meeting
- e. May 22, 2023 Emergency meeting
- f. May 31, 2023 Special meeting

Motion 2023-194

Motion to adopt the May 9, 16, 17, 18, 22, 31 meeting minutes as presented, with changes.

Moved by: Councillor Darren Sopel

Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

9. DEFERRED BUSINESS AND TABLED ITEMS - NIL

10. NEW BUSINESS

a. EMERGENCY PLAN – REVIEW AND APPROVAL

Motion 2023-195

Motion to approve the Emergency Plan as presented, with changes.

Moved by: Councillor Barb Hart

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Discussion:

Reworked plan in accordance with new template from MACA

Updated all names and numbers as required

Ensured consistency throughout plan

Appendices were adjusted as required

Pre-registration form updated

Some specific plans will have to be developed in conjunction with Emergency Response Committee

Add NTPC to committee

b. LANDS – NEW TITLED LOTS

Motion 2023-196

Motion to draft Land Disposal bylaws for the following lots:

- Lot 3, Block 10, Plan 3982
- Lot 5, Block 10, Plan 3982
- Lot 7, Block 10, Plan 3982
- Lot 8, Block 10, Plan 3982
- Lot 5, Block 8, Plan 1963
- Lot 10, Block 5, Plan 359
- Lot 11, Block 5, Plan 359
- Lot 18, Block 5, Plan 359
- Lot 19, Block 5, Plan 359

Initials: Mayor _____ SAO _____

Moved by: Councillor Barb Hart
Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

11. STRATEGIC PLAN REVIEW - NIL

12. BYLAWS & POLICIES - NIL

13. COUNCIL ISSUES & CONCERNS

Youth committee set up?
Will bring up at the next Committee of the Whole meeting
Issue with service at Manor
HRAHSS needs to make some changes
Better in Ft Smith than Hay River
Development permit issues

14. CORRESPONDENCE OUTGOING

15. CORRESPONDENCE & INFORMATION

16. ADJOURNMENT

UPCOMING MEETINGS

1. June 17-19, 2023 – NWTFCFA Conference (Yellowknife)
2. July 4, 2023 – Regular Council meeting
3. July 17-21, 2023 – Level of Service Workshops (Christina Benty)
4. August 23-25, 2023 – Strategic Plan (Gordon MacIntosh)
5. September 18-21, 2023 – LGANT (Yellowknife)

Motion 2023-197

Motion to reschedule the July 4, 2023 Regular Council meeting to July 12, 2023.

Moved by: Councillor Barb Hart
Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-198

Motion to call a Special Council meeting for June 14, 2023 at 7:00 pm for bylaw readings.

Moved by: Councillor Barb Hart
Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-199

Motion to adjourn the June 7, 2023 Regular Council meeting at 8:53 pm.

Moved by: Councillor Allan Flamand
Seconded by: Deputy Mayor Sandra McMaster

Initials: Mayor _____ SAO _____

Seal

*Michael St Amour,
Mayor*

*Blair Porter,
Senior Administrative Officer*

NEW ITEM



SPECIAL COUNCIL MEETING MINUTES

June 14, 2023, 7:00 pm

Council Chambers

APPROVED BY MOTION #

<p><u>PRESENT</u> Mayor Michael St Amour Deputy Mayor Sandra McMaster Councillor Barb Hart Councillor Allan Flamand Councillor Darren Sopel</p>	<p><u>ABSENT</u> Councillor Jim Dives</p>	<p><u>STAFF</u> Blair Porter, SAO</p> <p><u>MINUTES PREPARED BY</u> Blair Porter, SAO</p>
<p><u>GALLERY</u></p>	<p><u>DELEGATES</u></p>	

1. CALL TO ORDER

Mayor Michael St Amour called the June 14, 2023 Special Council meeting to order at 7:00 pm.

2. COUNCILLOR ABSENCES

Motion 2023-200

Motion to accept the absence of the following councillor(s):

- Councillor Jim Dives, with reason

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Barb Hart

ALL IN-FAVOUR - MOTION CARRIED

3. AGENDA ADDITIONS - NIL

4. ADOPTION OF THE AGENDA

Motion 2023-201

Motion to adopt the agenda, as presented.

Moved by: Councillor Barb Hart

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

5. DISCLOSURE OF CONFLICT OF INTEREST

Councillor Barb Hart declared an interest on 12.c.iv.

6. DELEGATIONS - NIL

7. REPORTS - NIL

Initials: Mayor _____ SAO _____

8. ADOPTION OF MINUTES FROM PREVIOUS MEETINGS - NIL

9. DEFERRED BUSINESS AND TABLED ITEMS - NIL

10. NEW BUSINESS

a. DEVELOPMENT PERMIT – LOT 12, BLOCK 2, PLAN 318

Motion 2023-202

Motion to approve Development Permit #2023-1 as presented.

Moved by: Councillor Barb Hart

Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

Discussion:

Setback for permit outside of Development Officer jurisdiction
Need Development Authority approval to proceed

b. WATER AND SEWAGE SUBSIDY

Motion 2023-203

Motion to continue the water and sewage subsidy until March 31, 2024.

Moved by: Councillor Barb Hart

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

Discussion:

Water and Sewage fund in surplus
Give back to residents

11. STRATEGIC PLAN REVIEW - NIL

12. BYLAWS & POLICIES

a. FEES AND CHARGES BYLAW #2023-145 – 2ND & 3RD READING

Discussion:

Legal review – fees have to be authorized by bylaw, not policy
Council to decide whether to keep all fees, charges, fines in this bylaw, or to put fines in applicable bylaws
Keep in consolidated bylaw

Motion 2023-204

Motion to conduct 2nd reading of Fees and Charges Bylaw #2023-145.

Moved by: Councillor Barb Hart

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-205

Motion to conduct 3rd reading of Fees and Charges Bylaw #2023-145.

Initials: Mayor _____ SAO _____

Moved by: Councillor Barb Hart
Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-206

Motion to take a 5-minute break at 8:44 pm.

Moved by: Councillor Allan Flamand
Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-207

Motion to resume the June 14, 2023 Special Council Meeting at 8:54 pm.

Moved by: Deputy Mayor Sandra McMaster
Seconded by: Councillor Barb Hart

ALL IN-FAVOUR - MOTION CARRIED

b. PROCUREMENT BYLAW #2023-149 – 1ST, 2ND & 3RD READING

Motion 2023-208

Motion to conduct 1st reading of Procurement Bylaw #2023-149.

Moved by: Councillor Allan Flamand
Seconded by: Councillor Barb Hart

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-209

Motion to conduct 2nd reading of Procurement Bylaw #2023-149.

Moved by: Deputy Mayor Sandra McMaster
Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Discussion:

- Updated Procurement bylaw
- Council to decide updated spending limits
- Bylaw meets the requirements of the Trade agreements

c. LAND DISPOSAL BYLAWS

i. #2022-135B – LOT 3, BLOCK 10, PLAN 3982

Motion 2023-210

Motion to conduct 1st reading of Land Disposal Bylaw #2022-135b.

Moved by: Deputy Mayor Sandra McMaster

Initials: Mayor _____ SAO _____

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-211

Motion to conduct 2nd reading of Land Disposal Bylaw #2022-135b.

Moved by: Councillor Barb Hart

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

ii. #2022-137B – LOT 5, BLOCK 10, PLAN 3982

Motion 2023-212

Motion to conduct 1st reading of Land Disposal Bylaw #2022-137b.

Moved by: Councillor Barb Hart

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-213

Motion to conduct 2nd reading of Land Disposal Bylaw #2022-137b.

Moved by: Councillor Barb Hart

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-214

Motion to go past 10:00 pm.

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Barb Hart

ALL IN-FAVOUR - MOTION CARRIED

iii. #2022-138B – LOT 7, BLOCK 10, PLAN 3982

Motion 2023-215

Motion to conduct 1st reading of Land Disposal Bylaw #2022-138b.

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Initials: Mayor _____ SAO _____

Motion 2023-216

Motion to conduct 2nd reading of Land Disposal Bylaw #2022-138b.

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Councillor Barb Hart left at 10:02 pm.

iv. #2022-139B – LOT 8, BLOCK 10, PLAN 3982

Motion 2023-217

Motion to conduct 1st reading of Land Disposal Bylaw #2022-139b.

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-218

Motion to conduct 2nd reading of Land Disposal Bylaw #2022-139b.

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

Councillor Barb Hart returned at 10:06 pm.

13. COUNCIL ISSUES & CONCERNS

Resident complaint about GNWT chipsealing

Camp Shack

Offer of \$60,000

Motion 2023-219

Motion to purchase the camp shack trailer from Weatherby Trucking for the sum of \$60,000.

Moved by: Councillor Allan Flamand

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

14. CORRESPONDENCE OUTGOING

15. CORRESPONDENCE & INFORMATION

16. ADJOURNMENT

UPCOMING MEETINGS

1. June 17-19, 2023 – NWTFCFA Conference (Yellowknife)
2. July 4, 2023 – Special Council meeting
3. July 12, 2023 – Regular Council meeting

Initials: Mayor _____ SAO _____

4. July 17-21, 2023 – Level of Service Workshops (Christina Benty)
5. August 23-25, 2023 – Strategic Plan (Gordon MacIntosh)
6. September 18-21, 2023 – LGANT (Yellowknife)

Motion 2023-220

Motion to adjourn the June 14, 2023 Special Council meeting at 10:20 pm.

Moved by: Councillor Allan Flamand

Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

Seal

Michael St Amour,
Mayor

Blair Porter,
Senior Administrative Officer

NEW ITEM



SPECIAL COUNCIL MEETING MINUTES

June 22, 2023, 4:00 pm

Council Chambers

APPROVED BY MOTION #

<p><u>PRESENT</u> Mayor Michael St Amour Deputy Mayor Sandra McMaster Councillor Allan Flamand Councillor Darren Sopel Councillor Jim Dives</p>	<p><u>ABSENT</u> Councillor Barb Hart</p>	<p><u>STAFF</u> Blair Porter, SAO</p> <p><u>MINUTES PREPARED BY</u> Blair Porter, SAO</p>
<p><u>GALLERY</u></p>	<p><u>DELEGATES</u></p>	

1. CALL TO ORDER

Mayor Michael St Amour called the June 22, 2023 Special Council meeting to order at 4:06 pm.

2. COUNCILLOR ABSENCES

Motion 2023-221

Motion to accept the absence of the following councillor(s):

- Councillor Barb Hart, with reason

Moved by: Councillor Jim Dives

Seconded by: Deputy Mayor Sandra McMaster

ALL IN-FAVOUR - MOTION CARRIED

3. AGENDA ADDITIONS - NIL

4. ADOPTION OF THE AGENDA

Motion 2023-222

Motion to adopt the agenda as presented.

Moved by: Councillor Allan Flamand

Seconded by: Councillor Jim Dives

ALL IN-FAVOUR - MOTION CARRIED

5. DISCLOSURE OF CONFLICT OF INTEREST - NIL

6. DELEGATIONS – NIL

7. REPORTS - NIL

8. ADOPTION OF MINUTES FROM PREVIOUS MEETINGS - NIL

Initials: Mayor _____ SAO _____

9. DEFERRED BUSINESS AND TABLED ITEMS - NIL

10. NEW BUSINESS

a. LAND DISPOSAL – LOT 8, BLOCK 10, PLAN 3982

Discussion:

Would Council consider developing a lot, purchasing a house, and selling that to resident?

No – could set the wrong precedent

What do for one, need to do for all

Already done a lot to help out, need to draw the line

b. CAMP SHACK LOCATION

Motion 2023-223

Motion to proceed with site plan for the camp shack on Lot 18, Block 2, Plan 318.

Moved by: Councillor Jim Dives

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Motion 2023-224

Motion to get quotes for the demolition of the derelict building on Lot 17, Block 2, Plan 318.

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Allan Flamand

ALL IN-FAVOUR - MOTION CARRIED

Discussion:

The draft plan was reviewed and discussed

What about the lot beside, with the derelict building encroaching on our lot?

Will get quotes to demolish, and start by approaching the owner about disposal of the building

11. STRATEGIC PLAN REVIEW - NIL

12. BYLAWS & POLICIES - NIL

13. COUNCIL ISSUES & CONCERNS - NIL

14. CORRESPONDENCE OUTGOING - NIL

15. CORRESPONDENCE & INFORMATION - NIL

16. ADJOURNMENT

UPCOMING MEETINGS

1. July 4, 2023 – Special Council meeting
2. July 12, 2023 – Regular Council meeting
3. July 17-21, 2023 – Level of Service Workshops (Christina Benty)
4. August 23-25, 2023 – Strategic Plan (Gordon MacIntosh)
5. September 18-21, 2023 – LGANT (Yellowknife)

Initials: Mayor _____ SAO _____

Motion 2023-

Motion to adjourn the June 22, 2023 Special Council meeting at 4:57 pm.

Moved by: Deputy Mayor Sandra McMaster

Seconded by: Councillor Darren Sopel

ALL IN-FAVOUR - MOTION CARRIED

Seal

Michael St Amour,
Mayor

Blair Porter,
Senior Administrative Officer

NEW ITEM

“APPENDIX A”



JOB DESCRIPTION

LANDS/ECONOMIC DEVELOPMENT OFFICER

This document is intended to describe the general nature and level of work being performed by the incumbent of this job. It is not intended to be an exhaustive list of all responsibilities and activities required of the position.

PURPOSE OF THE POSITION

The Lands/Economic Development Officer is responsible for coordinating and implementing the land administration and property development programs and projects within Enterprise, and promoting economic growth in Enterprise by providing a supportive environment in which diversified and creative economic activity can happen in collaboration with community and regional partners.

SCOPE

The Lands/Economic Development Officer reports to the Finance Manager. They are responsible for maintaining accurate and current files for properties within the Hamlet, help facilitate the disposal of available Hamlet land for sale and will assist with processing development permits. They will assist in developing and implementing an Economic Development Strategic Plan, do research for funding for the Hamlet and local businesses, and prepare proposals and funding applications for such funding. They are also responsible for acting as a liaison to public officials, private businesses and the general public.

The Lands/Economic Development Officer is also responsible for maintaining confidentiality of residents, fellow employees and Council in the spirit of the Access to Information & Protection of Privacy Act and any other relevant legislation.

RESPONSIBILITIES

1. Maintain accurate and up-to-date Land records files.

Main Activities

- Manage land files, ensuring they are current and accurate
- Maintain an accurate land inventory and update as new survey plans are registered at the Land Titles Office
- Maintain a list of available municipal lots for sale
- Update municipal records when required

2. Assist with disposal of Hamlet land for sale.

Main activities

- Assist with the drafting of Land Disposal bylaws for municipal lots for sale
- Ensure that new lots coming available are advertised as per the Hamlet's Land Administration Bylaw
- Act as the first contact with the general public relating to purchases of municipal land
- Prepare land sale agreements, as well as legal documents pertaining to the transfer of land with the Land Titles office
- Ensure compliance with the Hamlet's Land Administration bylaw in all applicable matters

3. Assist with processing development permits.

Main activities

- Ensure all developments within the Hamlet apply for a development permit before the development commences

- Receive and review all development permits for the Hamlet
- Present the findings of the review to the SAO, along with a recommendation
- Prepare the development permit, or in the case of a refusal, the written notice of such
- Post the development permit or refusal in all required places
- Perform inspections to ensure compliance with the Hamlet's Zoning bylaw
- Enforce the regulations of the Zoning bylaw, along with the Bylaw Officer

4. Assist in developing and implementing an Economic Development Strategic Plan.

Main Activities

- Assess and plan for the economic development needs of the community
- Draft an Economic Development Strategic Plan
- Implement the Plan once approved
- Review and adjust the Plan as necessary
- Maintain relations and communications with existing businesses and industry while encouraging business retention and expansion
- Develops resources required to support, implement and monitor the Plan

5. Research and apply for funding

Main activities

- Proactively pursue funding opportunities for the Hamlet and local businesses
- Prepare proposals and applications for funding
- Provide support for local businesses with the application process
- Prepare reports for funding received

6. Act as a liaison

Main Activities

- Liaison as an advisor on economic development to public officials, the private sector, and the general public
- Serve as an advocate for local economic development initiatives
- Coordinates visits to the Hamlet for prospective investors
- Represents the Hamlet at trade fairs promoting the Hamlet and business opportunities available within the Hamlet
- Provide economic and business development information to interest groups, other levels of government, and business development proponents

7. Perform other related duties, as required

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge

The incumbent must have proficient knowledge in the following areas:

- Land use and development legislation and bylaws
- Land use application and approval process
- Understanding of survey plans and legal descriptions
- Reading and interpretation of maps and satellite images
- Relevant territorial and municipal legislation, policy and procedures
- Economic development, investment attraction and business development and retention
- Public education and awareness programs for economic development
- An understanding of the northern cultural and political environment

Skills

The incumbent must demonstrate the following skills:

- Networking and interpersonal skills to interact with government officials, municipal staff, and the general public
- Leadership skills
- Analytical, problem-solving and decision-making skills
- Effective verbal and listening communications skills
- Negotiation skills
- Effective written communications skills, including the ability to prepare reports, letters, and proposals
- Computer skills, including Microsoft Office and social media
- Effective public relations and public speaking skills
- Research and program development skills
- Stress and time management skills

Personal Attributes

The incumbent must demonstrate the following personal attributes:

- Be honest and trustworthy
- Be respectful
- Be flexible
- Possess cultural awareness and sensitivity
- Be consistent and fair
- Demonstrate sound work ethics

The Lands/Economic Development Officer would normally attain the required knowledge, skills, and abilities through completion of Lands Administration Training along with training in Economic Development or Business Administration. Equivalencies will be considered.

WORKING CONDITIONS

Physical Demands

The Lands/Economic Development Officer may be involved in physically draining and exhausting activities which may include working outside in varying weather conditions and work site settings. They will also have to spend long hours using office equipment and computers, which can cause muscle strain. They may also have to do some light lifting of supplies and materials from time to time.

Environmental Conditions

The Lands/Economic Development Officer may work in a number of facilities and outdoor locations. The Lands/Economic Development Officer may have to manage a number of people and projects at one time and may be interrupted frequently to meet the needs and requests of residents. The Lands/Economic Development Officer may find the environments to be busy, noisy and will need excellent organizational and time and stress management skills to complete the required tasks.

Sensory Demands

Sensory demands include the use of the computer, which may cause eyestrain and occasional headaches. The situations and programs may be noisy and busy making it difficult for the Lands/Economic Development Officer to concentrate.

Mental Demands

Mental and emotional stress may be caused by the need to enforce regulations for land use. Stress may also be caused by the need to complete tasks within tight deadlines. The incumbent is required to regularly deal with the public, which could prove to be emotionally draining.

I certify that I have read and understand the responsibilities assigned to this position and that I have read and understand the Employment Bylaw Number 45.

Employee

Printed Name

Date

I certify that this job description is an accurate description of the responsibilities assigned to the position.

Supervisor

Printed Name

Date

I approve the delegation of responsibilities outlined herein within the context of the attached organizational structure.

Senior Administrative Officer

Printed Name

Date

NEW ITEM

**CONTRIBUTION AGREEMENT FOR
FEDERAL GAS TAX FUNDING**

THIS AGREEMENT made on **April 1, 2023**

BETWEEN:

GOVERNMENT OF THE NORTHWEST TERRITORIES
as represented by the
Minister of Municipal and Community Affairs
(the “GNWT”)

OF THE FIRST PART

AND:

HAMLET OF ENTERPRISE
(the “Recipient”)

OF THE SECOND PART

WHEREAS

- A. The GNWT, as represented by the Minister of Municipal and Community Affairs, and Her Majesty in Right of Canada, as represented by the President of the Queen's Privy Council for Canada, Minister of Infrastructure, Communities and Intergovernmental Affairs (“Government of Canada”), entered into the Administrative Agreement on the Federal Gas Tax Fund (“Gas Tax Agreement”) on May 12, 2014;
- B. The Gas Tax Agreement provides a framework for the transfer of funds from the Government of Canada to the GNWT to help communities across the Northwest Territories continue to build and revitalize their public infrastructure;
- C. The Recipient meets the criteria of both an Eligible Recipient and Local Government; and
- D. The GNWT agrees, subject to receiving the appropriate funding from the Government of Canada, to contribute financial assistance to the Recipient towards expenditures outlined in the Gas Tax Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the exchange of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

DEFINITIONS

1. In this Agreement, a capitalized term has the meaning given to it in this section, unless defined elsewhere in this Agreement:
 - (a) “*Access to Information and Protection of Privacy Act*” means the *Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c.20.
 - (b) “Agreement” means this Agreement and the attached Annexes “A”, “B”, “C”, and “D”.
 - (c) “Annual Report” means an Annual Report, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (d) “Capital Investment Plan” means a Capital Investment Plan, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (e) “Community Public Infrastructure” means Community Public Infrastructure, as defined in the Gas Tax Agreement (Annex “A” – “Definitions”), attached hereto as Annex “A”.
 - (f) “Council” means the community governing authority of the Recipient.
 - (g) “Designated Contact” means the GNWT contact person identified in section 50 of this Agreement.
 - (h) “Eligible Expenditures” means Eligible Expenditures, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (i) “Eligible Projects” means Eligible Projects, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
 - (j) “*Financial Administration Manual*” means the GNWT’s *Financial Administration Manual*, dated July 2008, as may be amended from time to time.
 - (k) “Financial Reporting and Audit Guidelines” means the document(s) the GNWT may issue from time to time to provide direction to Local Governments with respect to the format and content of reports and audited documents that are required by the GNWT to meet the obligations of their empowering legislation.

- (l) “First Agreement” means the agreement for the transfer of federal gas tax revenues entered into on November 10, 2005 by the Government of Canada and the GNWT, attached hereto as Annex “B”.
- (m) “Funds” means the proportion of the funds received by the GNWT from the Government of Canada pursuant to the Gas Tax Agreement and being made available to the Recipient pursuant to this Agreement, and includes any interest earned thereon.
- (n) “Gas Tax Agreement” means the agreement for the transfer of federal gas tax revenues entered into on May 12, 2014 by the Government of Canada and the GNWT with an effective date of April 1, 2014 and an expiry date of March 31, 2024, entitled *Administrative Agreement on the Federal Gas Tax Fund*, attached hereto as Annex “A” – “Gas Tax Agreement”.
- (o) “Gas Tax Fund” means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.
- (p) “Insurance Requirements” means the insurance requirements listed in Annex “D” – “Insurance Requirements”, attached hereto.
- (q) “Local Government” means Local Government, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
- (r) “Main Body” means this Agreement, minus the Schedules.
- (s) “Minister” means the Minister of Municipal and Community Affairs, unless the context indicates otherwise.
- (t) “Outcomes Report” means an Outcomes Report, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.
- (u) “Oversight Committee” means the Oversight Committee established by the Government of Canada and the GNWT to monitor the implementation of the Gas Tax Agreement, as may be further described under section 7 of the Gas Tax Agreement, attached hereto as Annex “A”.
- (v) “Parties” means the GNWT and the Recipient.
- (w) “Third Party” means a Third Party, as defined in Annex “A” – “Definitions” of the Gas Tax Agreement, attached hereto as Annex “A”.

- (x) “Ultimate Recipient” means a Recipient, as defined under section 1.1 of the First Agreement, attached hereto as Annex “A”.
- (y) “Unspent Funds” means the amount reported by the GNWT and by the Recipient as being unspent by the Recipient in the 2021-22 Annual Report or a 2021-22 Outcomes Report.

2. The following Schedules are attached hereto and form part of this Agreement:

Annex	Description
“A”	“Gas Tax Agreement”
“B”	“First Agreement”
“C”	“Reporting Requirement”
“D”	“Insurance Requirements”

3. Where there is a conflict between the Main Body of this Agreement and any incorporated Annex, the terms of the Main Body of this Agreement shall prevail, to the extent of the conflict, unless there is a provision in an Annex “A” which takes precedence over a provision in the Main Body.

EFFECTIVE DATE AND DURATION

- 4. This Agreement shall commence on **April 1, 2023** and shall terminate on **March 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement or the Parties agree to renew it.
- 5. In the event that this Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon, held by the Recipient that have not been expended on Eligible Projects as of March 31, 2024 will nevertheless continue to be subject to this Agreement until such time as may be determined by the GNWT.

FEDERAL GAS TAX FUND

6. Any funding that may be transferred by the GNWT to the Recipient pursuant to this Agreement will, when transferred, be administered by the GNWT in accordance with this Agreement and the terms and conditions set out in Annex “A” – “Terms and Conditions” of the Gas Tax Agreement, attached hereto.

7. Any Unspent Funds that were allocated by the GNWT to the Recipient but not expended, including Unspent Funds that have been withheld from the Recipient, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the First Agreement.

COMMITMENTS BY THE PARTIES

8. The Recipient shall:
 - (a) Complete, prior to March 31, 2023, a Capital Investment Plan;
 - (b) Use the accounting standards of the Public Sector Accounting Board;
 - (c) Be responsible for the completion of each Eligible Project in accordance with the Gas Tax Agreement - Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
 - (d) Comply with all Ultimate Recipient requirements outlined in the Gas Tax Agreement - Schedule E (Communications Protocol).
 - (e) Make progress on asset management in accordance with Schedule F (Asset Management).
 - (f) Invest, in a distinct account, GTF funding it receives from the GNWT in advance of it paying Eligible Expenditures.
 - (g) With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
 - (h) Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
 - (i) Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of GTF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.

- (j) Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada.
 - (k) Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
 - (l) Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
 - (m) Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
 - (n) Ensure that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to Gas Tax funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to Gas Tax funding or an Eligible Project.
 - (o) Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.
9. The Recipient agrees that the GNWT may hold back Funds if the Recipient is in default of this Agreement. In the event the GNWT considers there has been significant deviation or default on the part of the Recipient from the terms of funding, the GNWT has the right and responsibility to intervene, including the right to hold back Funds and the right to terminate this Agreement.
10. The Recipient:
- (a) shall comply with all NWT Acts or legislation applicable for all Eligible Projects; and
 - (b) implement all mitigation measures identified in any environmental assessment of each Eligible Project.

11. If Funds are paid by the GNWT to the Recipient in advance of the Recipient incurring and paying Eligible Expenditures, and the Recipient is incorporated under the Charter Communities Act, S.N.W.T. 2003, c.22, the Cities, Towns and Villages Act, S.N.W.T. 2003, c.22, the Hamlets Act, S.N.W.T. 2003, c.22, or the Tliche Community Government Act, S.N.W.T. 2004, c.7, the Recipient shall invest such Funds in accordance with its enabling Act and any other conditions set out in this Agreement

FUNDING ALLOCATION AND DELIVERY

12. The allocation of the Funds to the Recipient under this Agreement is contingent on the funds the GNWT receives from the Government of Canada pursuant to the Gas Tax Agreement and shall total no more than as follows in the following Fiscal Year:

Fiscal Year	Total Funding
2023-2024	\$90,000

13. The GNWT shall advance Funds to the Recipient on a semi-annual basis on the following conditions:

- (a) The GNWT has received the Funds from the Government of Canada.
- (b) All payments are contingent on the GNWT receiving annual audited financial statements with information as required by the Financial Reporting Guidelines.
- (c) Funds shall be paid to the Recipient semi-annually as follows:
 - (i) the first installment shall be paid on July 15 or later of each Fiscal Year; and
 - (ii) the second installment shall be paid on November 15 or later of each Fiscal Year.
- (d) The GNWT may suspend payment of the Funds if any default by the Recipient remains uncorrected after 21 days of written notice by the GNWT, to the satisfaction of the GNWT, with respect to:
 - (i) any condition, undertaking or material term in this Agreement;
 - (ii) the Recipient's delivery of any information, records or reports when required under this Agreement other than that specified in clauses (a) through (e); or

- (iii) any audits, information, records or reports that discloses non-compliance with this Agreement.
- 14. If any portion of the Funds not paid to the Recipient as a result of the Recipient's delay or default, which is not substantially cured to the GNWT's satisfaction, the GNWT may, in its sole discretion, pay the missed installments or not. In such cases, the Eligible Recipient forfeits any interest earned on these funds and the interest earned shall be retained by the GNWT for administration costs.
- 15. In the event that contribution payments by the Government of Canada to the GNWT under the Gas Tax Agreement are amended, reduced or terminated by the Government of Canada, the GNWT may, in its absolute discretion, amend, terminate or reduce contribution payments to the Recipient under this Agreement.

USE OF FUNDS

- 16. The Recipient:
 - (a) shall use the Funds solely towards Eligible Expenditures of Eligible Projects in accordance with this Agreement and on the terms and conditions listed "Terms and Conditions" of the Gas Tax Agreement, attached hereto as Annex "A"; and
 - (b) may retain Unspent Funds, and interest earned thereon, for use towards future Eligible Expenditures of Eligible Projects, in accordance with this Agreement and the terms and conditions listed in "Terms and Conditions" of the Gas Tax Agreement, attached hereto as Annex "A".
- 17. In the event that the GNWT advises the Recipient that:
 - (a) the Government of Canada has determined that an Eligible Project cost for which the GNWT has advanced the Funds to the Recipient pursuant to section 12 of this Agreement is not an Eligible Expenditure;
 - (b) for any other reason, the Government of Canada refuses to reimburse the GNWT for any amount that the GNWT has advanced to the Recipient pursuant to section 12 this Agreement;
 - (c) the GNWT advanced Funds or monies to which the Recipient was not entitled under this Agreement; or
 - (d) no satisfactory evidence has been furnished by the Recipient that the Funds advanced have been expended in accordance with this Agreement;

the Recipient will work with the GNWT in accordance with the Control Management Framework to remedy the situation or repay to the GNWT the amount of the advance or portion thereof as applicable.

18. All Funds required for an Eligible Project and not accounted for by the Government of Canada's contribution towards Eligible Expenditures are the responsibility of the Recipient.

ACQUISITION AND DISPOSITION OF ASSETS

19. The Recipient is responsible for the physical assets acquired through this Agreement, including ongoing operating costs, safekeeping, maintenance, repair and replacement of assets. The Recipient may dispose of assets acquired with funds from this Agreement, having no residual value, in accordance with the Recipient's policies.
20. The Recipient must advise the GNWT of any intended disposal of assets acquired with the Funds, having residual value.
21. The Recipient must allow the proceeds of sale of any asset acquired with the Funds that is sold during the term of this agreement, to be taken into account as funding under this Agreement.

FINANCIAL ACCOUNTS, RECORDS AND REPORTING

22. The Recipient shall:
 - (a) keep proper and accurate accounts and records of all revenues and expenditures related to this Agreement, including, without limitation, all working papers and all original invoices, receipts, vouchers and proof of payment relating thereto, in accordance with this Agreement, the Financial Reporting and Audit Guidelines, and the terms and conditions listed in Annex "B" – "Terms and Conditions" of the Gas Tax Agreement, attached hereto as Annex "A", for a period of not less than seven (7) years after completion of the Eligible Projects; and
 - (b) upon reasonable notice, allow the GNWT and Government of Canada, at any time during the term of this Agreement, and for a period of at least seven (7) years after the termination or expiry of this Agreement, and at any reasonable hour, to carry out inspections of the books, records and accounts relating to this Agreement for the purposes of audit and evaluation.
23. The Recipient shall:

- (a) ensure that expenditures under this Agreement are audited annually in accordance with the Financial Reporting and Audit Standards and Canadian Auditing Standards;
 - (b) Provide quarterly reporting on funds received and spent under this agreement no later than July 31, October 31, January 31 and April 30 of each year and in the quarterly reporting format attached hereto as Annex “C”; and
 - (c) submit to the GNWT no later than July 31 of the year following the Fiscal Year in which the Eligible Expenditure was incurred, the annual audits required by the Financial Reporting and Audit Standards.
24. The Recipient authorizes the Government of Canada and the GNWT to gather data required under the Gas Tax Agreement, and to perform audits and to monitor the Eligible Projects as the Government of Canada and the GNWT see fit.
25. The Recipient will disclose all sources of funding other than the funding received from the GNWT under this Agreement, within thirty (30) days that such funding becomes available for the Eligible Project.
26. Any amount owed to the GNWT under this Agreement shall constitute a debt due to the GNWT, which the Recipient will pay immediately, on demand, to the GNWT.

ADDITIONAL REPORTING AND PROJECT STATUS REPORTING

27. The GNWT may, from time to time, seek additional reporting information from the Recipient concerning the performance of this Agreement, including for the purposes of preparing Annual Reports and Outcome Reports, and the Recipient shall not unreasonably withhold such information from the GNWT.
28. The GNWT may share with the Government of Canada the results of:
- (a) any information collected from the Recipient that the GNWT incorporates in an Annual Report or an Outcomes Report, which may be made public or be used by the Government of Canada in whole or in part into any report that the Government of Canada may prepare for its own purposes, including any reports that may be made public;
 - (b) any audit GNWT completes of any Eligible Projects of the Recipient at the Government of Canada’s request; and
 - (c) any compliance or performance audit it performs under this Agreement.

CONTRACT PROCEDURES AND PROVISIONS

29. Any contract awarded by the Recipient related to Eligible Projects shall include provisions authorizing the Government of Canada and the GNWT to gather data required for the Gas Tax Agreement and this Agreement, and to perform audits and to monitor the Eligible Project as each sees fit.

CONFIDENTIALITY

30. The Recipient shall ensure that all and any information related to the affairs of the GNWT to which the Recipient becomes privy as a result of this Agreement is treated as confidential during and after the term of this Agreement and shall not be divulged, released or published without the prior written approval of the GNWT.
31. All information, including documents, submitted to the GNWT is in the custody or under the control of the GNWT and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c.20. The Recipient acknowledges that the GNWT may be required to release, in whole or in part, this Agreement and any other information or documents in the GNWT's possession or control relating to this Agreement pursuant to the *Access to Information and Protection of Privacy Act*.

LIABILITY AND INDEMNIFICATION

32. The Recipient shall not enter into any agreement that would bind the GNWT legally, such as entering into a loan, a capital lease or other long term obligation in relation to this Agreement.
33. Under no circumstances, and notwithstanding any other provision in this Agreement or any applicable statutory provisions, shall the GNWT, its officers, servants or agents be liable to the Recipient, its administrators, successors and assigns for any direct, indirect, special, incidental, exemplary, consequential or punitive damages, loss of goodwill or business profits, work stoppage, data loss, computer failure or malfunction, or any and all other types of commercial damage or loss of every nature and kind whatsoever attributable to the performance of this Agreement, or whether directly or indirectly as a result of any breach of this Agreement, fundamental or otherwise, or from any tortious acts, errors or omissions on the part of the GNWT, its officers, servants or agents.
34. The Recipient shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Recipient in its performance of this Agreement, including with respect to:

- (a) all Eligible Projects;
- (b) the performance of the Gas Tax Agreement or the breach of any term or condition of the Gas Tax Agreement by the GNWT and the Government of Canada, and their officers, employees and agents, or by a Third Party and any of its officer, employees, servants or agents;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the GNWT and the Government of Canada, and their officers, employees and agents, or by a Third Party and any of its officer, employees, servants or agents;
- (d) the design, construction, operation, maintenance and repair of any part of an Eligible Project; and
- (e) any omission or other willful or negligent act of the GNWT and the Government of Canada or Eligible Recipient or Third Party and their respective employees, officers, servants or agents.

The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.

35. The Recipient shall notify the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the use or expenditure of the Funds or Unspent Funds under this Agreement.

INSURANCE

36. Without limiting the scope of the effectiveness of the indemnity referred to above, the Recipient shall maintain a policy of insurance, in scope and amount of coverage being set out in the Insurance Requirements, attached hereto as Annex "D".

37. The Recipient shall provide the Designated Contact with a certificate(s) evidencing the policy described herein, or a standing authorization to obtain the information from the Recipient's insurance provider, within 30 days of the signing of the Agreement.
38. The Recipient shall require its contractors to obtain and maintain liability, fire, and damage insurance, acceptable to the GNWT, and to maintain the said insurance for the duration of the Eligible Project.
39. Prior to assuming ownership of assets for the purposes of an Eligible Project, including buildings, equipment and mobile equipment, the Recipient shall obtain and subsequently maintain insurance, acceptable to the GNWT, to protect the assets on a new replacement cost basis.

COMMUNICATIONS

40. All communications by the Recipient referring to projects funded under this Agreement will clearly acknowledge the contributions made by the Government of Canada.
41. The Recipient shall apply all communications activities in accordance with this Agreement and on the terms and conditions listed in "Schedule E – Communications Protocol" of the Gas Tax Agreement, attached hereto as Annex "A"; and
42. The GNWT may place information about the Recipient and the Eligible Projects funded under this Agreement on the GNWT Website.

TERMINATION AND AMENDMENT

43. This Agreement may be terminated by either party at any time before the Funds have been fully expended by the Recipient, for any reason whatsoever, on twenty-three (23) months' written notice. In the event that this Agreement is so terminated, any funding transferred pursuant to this Agreement, any Unspent Funds, and any interest earned thereon held by the Recipient that have not been expended on Eligible Projects as of the date of termination will nevertheless continue to be subject to this Agreement until such time as may be determined by the GNWT.
44. Should this Agreement expire or be terminated for any reason, all of the GNWT's rights and the Recipient's obligations under this Agreement that by their nature extend beyond the term of this Agreement, including the Parties' rights and obligations set out in sections 8, 17, 22, 24, 26, 30, 31, 32, 33, 34 and 35 herein, survive the expiry or termination of this Agreement.

45. This Agreement may be amended at any time by the mutual written consent of the Parties to incorporate any clause(s) or provision(s) that the Parties believe would enhance the achievements and the stated objectives of this Agreement. All amendments hereto shall be in writing, approved by the Parties.
46. The Recipient acknowledges and agrees that it is a condition of this Agreement that payment hereunder is subject to section 46 of the *Financial Administration Act*, R.S.N.W.T. 1988, c. F-4 as amended, which provides that:

It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.

WARRANTIES AND REPRESENTATIONS

47. The Recipient represents and warrants that it is aware of and in compliance with all conflict of interest legislation, policy and guidelines in force in the Northwest Territories.
48. The Recipient declares that it has disclosed all sources of funding, including those received in kind, respecting the Eligible Project(s) and will, during the term of this Agreement, disclose immediately, in writing, any additional sources of funding which become available to it with respect to the Eligible Project(s).

NOTICES AND ADDRESS

49. In this Agreement, if the GNWT or the Recipient gives any notice, it shall be in writing and will be determined to have been received:
 - (a) immediately, if delivered in person;
 - (b) one day after transmittal, if sent electronically; or
 - (c) ten days after mailing, if sent by registered mail;

if sent to the following address:

if to the GNWT at: Deputy Minister
Municipal and Community Affairs
Government of the Northwest Territories
P.O. Box 1320
Yellowknife, NT X1A 2L9
Fax: (867) 873-0309

if to the Recipient at: His Worship Mayor Michael St Amour
Hamlet of Enterprise
526 Robin Road
Enterprise, NT X0E 0R1
Fax: (867) 984-3400
Email: sao@enterprise-nt.ca

or to such other address that either party may designate by notice to the other.

GENERAL TERMS AND CONDITIONS

50. This Agreement includes all general criteria, terms, conditions, definitions and requirements for transfer agreements as set out in the GNWT's *Financial Administration Manual*, and all specific terms, conditions and requirements in the attachments to this Agreement.
51. No implied terms or obligations of any kind by or on behalf of the GNWT shall arise from anything in this Agreement, and the express provisions and agreements hereof contained are the only provisions and agreements upon which any rights against the GNWT may be founded.
52. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and the laws of Canada applicable therein, and any action taken relating to this Agreement shall be commenced in the Supreme Court of the Northwest Territories.
53. Time shall be of the essence in this Agreement unless otherwise stated herein.
54. The term "Recipient" includes all officers, employees, servants and agents of the Recipient, as the case requires.
55. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with a respect to a specific breach shall not affect any rights of the parties relating to other or future breaches.
56. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
57. No member of the Legislative Assembly shall be permitted to obtain any share of part of this Agreement or be entitled to receive any financial benefit arising therefrom.
58. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.

59. References to a statute or regulation shall be a reference to such statute or regulation, as amended or re-enacted from time to time and every statute or regulation that may be substituted therefore, and to all subsidiary instruments made pursuant to such statute or regulation.
60. Nothing in this Agreement is to be construed as authorizing one party to contract for or to incur any obligation on behalf of the other or to act as agent for the other. Nothing in this Agreement is to be construed as authorizing the Recipient or any Third Party to contract for or to incur any obligation on behalf of the Government of Canada or the GNWT or to act as agent for the Government of Canada or the GNWT.
61. Each party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of the Agreement.
62. In this Agreement, a reference to the Gas Tax Agreement refers to it as may be amended, supplemented or replaced and in effect from time to time.
63. No principal-agent, employer-employee, partnership or joint venture relationship is created by virtue of this Agreement, and the Recipient will not represent itself as an agent, employee or partner of the GNWT or of the Government of Canada, including in any agreement with a Third Party.

SEVERABILITY

64. If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid, illegal or unenforceable, in whole or in part, and such holding if appealed in a court of competent jurisdiction is not reversed on appeal, it shall be considered severed from this Agreement. All other provisions of the Agreement, and all rights and obligations therein, shall continue to be in force and effect.

DISPUTES

65. The Recipient and the GNWT shall keep the other informed of any disagreement or contentious issue, and the Parties will attempt to resolve the issue.
66. There shall be no waiver of a breach of any terms or conditions of this Agreement unless the waiver is in writing signed by the party who has waived the breach and specifically sets out the breach and the agreement to waive the same. A waiver with respect to a specific breach shall not affect any rights and obligations of the Parties relating to other or future breaches.

67. In the event of any unresolved issue regarding the interpretation and application of this Agreement, if the Parties fail to achieve a resolution it is understood that the final decision with respect to such issue will rest solely with the Minister on behalf of the GNWT, and the Minister's decision is absolute and final.

COUNTERPART SIGNATURE

68. This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement through their duly authorized representatives as of the date and year as first above written.

SIGNED ON BEHALF OF THE
GOVERNMENT OF THE
NORTHWEST TERRITORIES

SIGNED ON BEHALF OF HAMLET OF
ENTERPRISE

Deputy Minister
Municipal and Community Affairs
Government of Northwest Territories

MICHAEL ST AMOUR
MAYOR
HAMLET OF ENTERPRISE

Witness

Witness

Print Name of Witness

Print Name of Witness

Date

Date

ANNEX A
GAS TAX AGREEMENT

The 2014-2024 agreement is available for download here:

http://www.maca.gov.nt.ca/resources/gas_tax_agreement_2014-2024.pdf

ANNEX B
FIRST AGREEMENT

The 2005 agreement is available for download here:

http://www.maca.gov.nt.ca/resources/gas_tax_agreement_2005-2015.pdf

**ANNEX C
REPORTING REQUIREMENTS**

Annual Expenditure Report

The Recipient’s annual audited expenditure report must be in the format outlined in MACA’s Financial Reporting Guidelines.

Quarterly Report

The recipient must include the following information in their quarterly reports:

Funding Detail:

Gas Tax Opening Balance (from audited financial statements)	\$xxx,xxx
Interest earned	xx,xxx
Annual allocation	xxx,xxx
¹ Gas Tax Funds Withheld	xxx,xxx
Spent on Eligible Projects	xxx,xxx
² Bank Account(s) Balance	xxx,xxx

¹ “Gas Tax Funds Withheld” are amounts that are allocated to the Recipient that are withheld by the GNWT due to compliance issues.

² “Bank Account Balance” is the total amount of unspent funds paid to the Recipient held in an account solely for the purpose of the Gas Tax Fund.

Project Detail:

Project Name	Gas Tax Funds Spent	Project Category
--------------	---------------------	------------------

For example

<i>Water Truck – Freightliner M2106</i>	<i>\$195,000</i>	<i>Drinking Water</i>
<i>Community Hall</i>	<i>\$1,000,000</i>	<i>Recreational Infrastructure</i>

ANNEX C

INSURANCE REQUIREMENTS

1. The Recipient shall, without limiting its obligations or liabilities hereto, obtain, maintain and pay for during the period of this Agreement, the following insurance with limits not less than those shown:
 - (a) Comprehensive general liability insurance with limits of not less than **Two Million Dollars (\$2,000,000)** inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but not be limited to the following terms and conditions:
 - i. Products And Completed Operations Liability;*
 - ii. Contractor's Protective Liability;*
 - iii. Blanket Contractual Liability;
 - iv. Broad Form Property Damage;
 - v. Personal Injury Liability;
 - vi. Cross Liability;
 - vii. Medical Payments;
 - viii. Non-owned Automobile Liability;*
 - ix. Contingent Employers Liability;* and
 - x. Employees as Additional Insureds.*
 - (b) Professional liability insurance with limits sufficient to cover any and all claims arising out of the rendering of professional services under this Agreement.
2. The Recipient and its employees and agents shall, without limiting its obligations or liabilities hereto, obtain, maintain and pay for throughout the term of this Agreement, Professional Liability Insurance in an amount sufficient to cover any and all claims arising out of the rendering of professional services under this Agreement.

* where applicable

The policy shall name the GNWT as additional insured and shall extend to cover the employees of the insureds thereunder.

NEW ITEM

**PART ONE:
APPLICATION FOR DEVELOPMENT**

1. Applicant Information:

Applicant Information (Please Print):

Truck Scale

Name: AWP Industries Corp Interest (if not owner): SAML
Telephone: 867 875-7470 Email: brad@awphd.com
Mailing Address: 42 Miron Drive, Hay River, NT

Owner Information (if different than applicant):

Registered Owner's Name: SAM E
Telephone: _____ Email: _____
Mailing Address: _____
If the applicant is not the registered owner of the property, please submit a letter from the registered owner granting you permission to use the property for the intended use.

2. Location Information:

Address of Property to be Developed: 8200 Mackenzie Highway
Zoning: _____ Lot# _____ Block# _____ Plan# _____ or Certificate of Title: _____
Lot Width: _____ metres Lot Depth: _____ metres Lot Area: _____ square metres
Type of Lot (check one): Street Facing Corner Interior Other
Existing Use(s) of Property: Legacy & Aggregate
Proposed Use(s) of Property: _____
Existing Utilities: Power / Water and Sewer Truck Service
Accessory Uses: _____

3. Other Details

Estimated Cost of the Project: \$210,000
Estimated Commencement Date: _____ Estimated Completion Date: _____

PROPOSED DEVELOPMENT(S):

*Check all applicable development(s) and submit the completed, corresponding checklist of supporting information in **Part Two: Supporting Information** with your application.*

1. CONSTRUCTION 2. LAND DEVELOPMENT 3. HOME OCCUPATION

1. FEES

Development Application Fees to be determined in accordance with Part 4, Section 4.7 of the Hamlet of Enterprise Zoning Bylaw.

2. SIGNATURE

I hereby give my consent to allow all authorized persons the right to enter the above land and/or buildings with respect to the application only.



Signature of Applicant

Date of Application

**PART TWO:
SUPPORTING INFORMATION**

1. CONSTRUCTION AND LAND DEVELOPMENT:

- New Construction
- Addition to Existing Building
- Proposed Lot Fill (if applicable): _____
- Site Plan showing (See Example in **Figure 1**):
 - Legal description
 - Site boundaries
 - Building outlines to scale and correctly located on the site
 - Yards (front, rear, and side)
 - Provisions for off-street loading, parking, and access and egress points (if applicable)
 - Provisions for landscaping and drainage (culverts)
 - Proposed signage showing measurements, design and lettering
- Floor plans (minimum 1:100 scale)
- Elevations (minimum 1:100 scale)
- Proof that notification has been given to all Utility Providers (please attach for gas, electrical etc.)
- For industrial uses, proof that the OFM has received and accepted a Safety Plan in conformance with the National Fire Code.
- Development Permit Fees

Please note that the submission of complete construction documents may be a requirement of the Office of the Fire Marshal of the NWT .

ACCURATE SCALE INDUSTRIES LTD.

16815 - 129 Avenue, Edmonton, Alberta, Canada T5V 1L2
PH (780) 451-4502 • TF 1-800-252-7528 • FX (780) 454-5847
www.accscale.com E-mail: howardp@accscale.com



ACCURATE SCALE 90' X 11' "ELIMINATOR" TRUCK SCALE: CONCRETE DECK

Model # 10090114PLE - RC

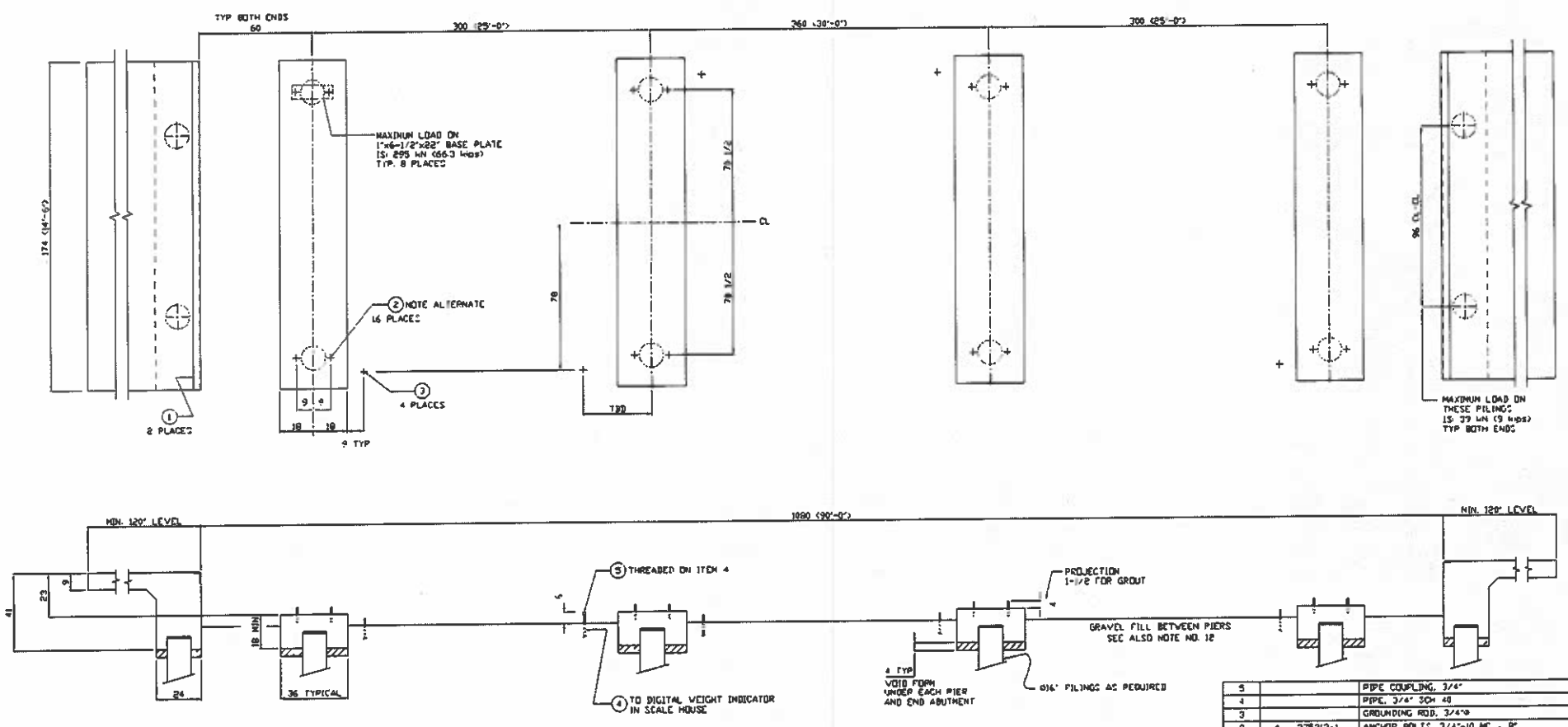
- NTEP # COC-109A1 Approved Weigh Bridge Design.
- Measurement Canada # AM - 4913.
- Manufactured and complies with ASTM, CSA, and CAN 3 G-40 steel specifications.
- Accurate Scale manufactured above ground pit less truck scale.
- Scale Dimensions: Length = 90' X Width 11' (Outside width of truck scale 12'6").
- Features Main beam SIDE RAIL to prevent trucks from driving off the scale.
- Gross Weighing Capacity 100 Tonne.
- Estimated manufactured weight of the scale is 28,000 lbs.
- Includes Galvanized Q-decking forming pans, rebar necessary to accommodate 8" nominal concrete weighing platform, and nelson studs installed along the inside main beam to secure concrete to scales' structure.
- Bridge sections manufactured & designed as self-contained modules for easy installation. (no on site welding required).
- Scale painted with Cloverdale Marine Enamel Gloss Alkyd; premium quality polyurethane modified gloss enamel that provides superior durability and weathering performance.
- Weighbridge buffering system to ensure stable weighing regardless of movement and limit lateral platform movement.
- Load Cells: Eight (8) NTEP Approved, US Manufactured, Double Ended, Nickel Plated High Alloy Steel, Environmentally Sealed IP 67, Shear beam Load Cells.
- Load cell assemblies built into the main beams & moved in from the end sections of the scale to prevent the buildup of debris & allow for easy service access.
- Includes all required junction boxes, load cell cable, fittings, and connectors.
- All load cell cable to be enclosed in weather resistant flex conduit.
- Includes rubber T-belting for the end sections of scale.

Price \$ 50, 827.00



Page 2

REV		ZONE		REVISIONS		DATE	APPD.
A				ADDITION OF PILING AND VOID FORM		2017 JAN 21	



- NOTES: UNLESS OTHERWISE SPECIFIED
1. ALL DIMENSIONS ARE IN INCHES
 2. THIS DRAWING IS CERTIFIED FOR DIMENSIONAL REQUIREMENTS ONLY
 3. IF SCALE IS TO BE CERTIFIED BY BUREAU OF WEIGHTS AND MEASURES, WINDBREAKS MAY BE REQUIRED. SEE ASSEMBLY DRAWING FOR DETAILS
 4. FINISH PIERS TO DIMENSIONS SHOWN LEAVING TOPS SMOOTH AND LEVEL
 5. THE BASE OF PIERS TO BE BELOW FROST LINE OR RESTING ON STABLE SUBSTRATA SUCH AS BEDROCK. DIMENSIONS SHOWN ARE RECOMMENDED MINIMUMS
 6. FOR UNUSUAL SOIL OR TRAFFIC CONDITIONS, DEEP FROST PENETRATION, HIGH WATER TABLE, ETC. ALTER FOUNDATION TO SUIT. WESTERN SCALE WILL NOT BE RESPONSIBLE FOR SOLIDITY OR STABILITY OF FOUNDATION REBAR LAYOUT TO BE DETERMINED BY CUSTOMER
 7. WHEN ERECTING PIERS AND SETTING ANCHOR BOLTS WORK FROM CENTER LINES
 8. RECOMMENDED GROUNDING RODS - ITEM 3 - ONE PER EACH PIER AS SHOWN SUPPLIED UPON REQUEST ONLY

9. MATERIAL SUPPLIED BY WESTERN SCALE OR REPRESENTATIVE.
 - PIT COPING (ITEM 1)
 - ANCHOR BOLTS (ITEM 2)
10. APPROACH/DEPARTURE RAMPS TO BE LEVEL WITHIN 1 PER 100 UNITS, AND SURFACED WITH ASPHALT OR CONSTRUCTED OF CONCRETE FOR A DISTANCE OF NOT LESS THAN 10'-0" ADJACENT TO WEIGHBRIDGE
11. PIER LOADS BASED ON HIGHWAY LEGAL VEHICLES WITH A MAXIMUM TIRE/AXLE LOAD OF 20 TONNES. IF OTHER VEHICLES ARE USED, ADJUST PIER LOADINGS TO SUIT.
12. RECOMMENDED ELEVATION FOR GRAVEL BASE IS 6" BELOW TOP OF PIER. THIS DISTANCE SHOULD BE INCREASED FOR SEVERE CONDITIONS

ITEM	V.S. PART NO.	DESCRIPTION	QTY.
5		PIPE COUPLING, 3/4"	1
4		PIPE, 3/4" SCH 40	40
3		GROUNDING ROD, 3/4"	4
2	A - 275212-1	ANCHOR BOLTS, 3/4" x 10 MC - 8"	16
		CONCRETE INSERT, 3/4" x 10 MC FEMALE, STAR PD CAST ZINC	16
1	B - 275293-1	PIT COPING	2

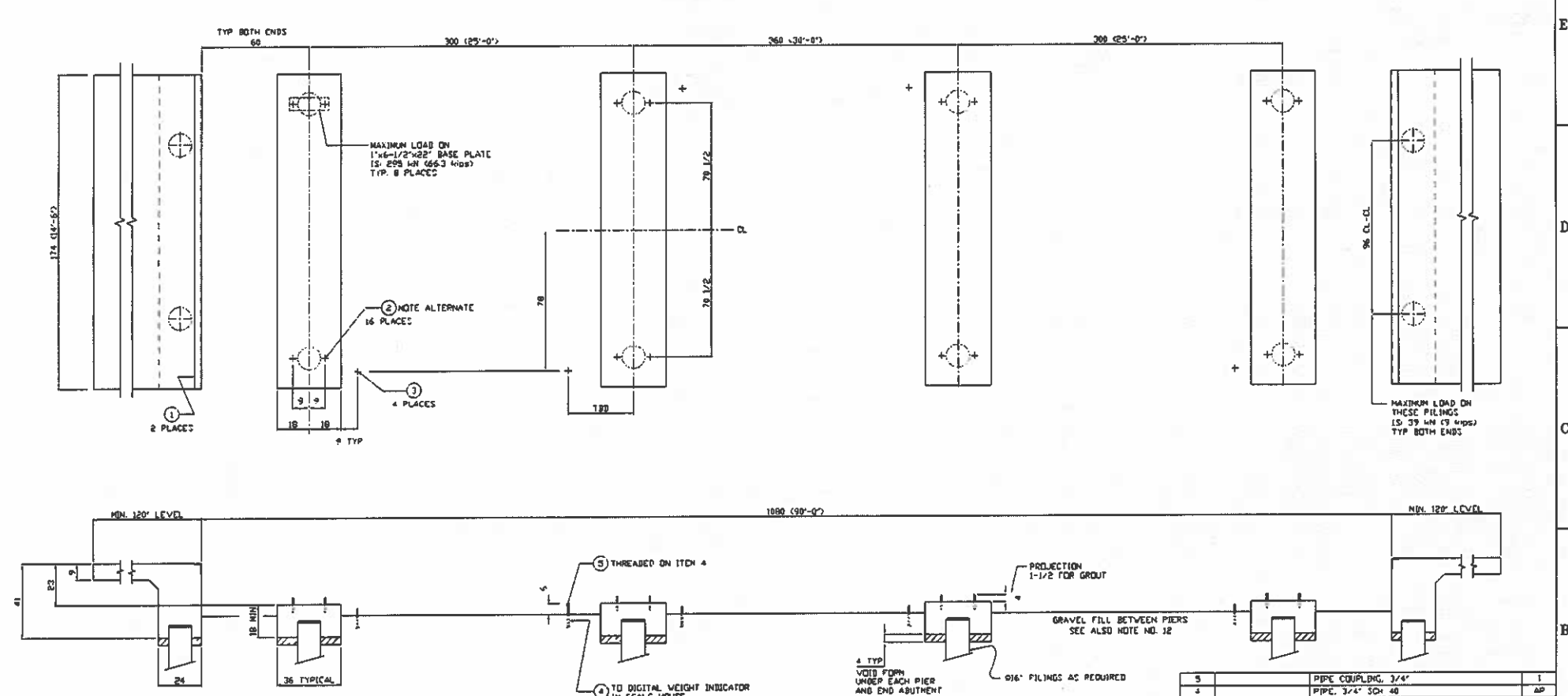
WESTERN SCALE COMPANY LIMITED
PORT COQUITLAM, B.C., CANADA

FOUNDATION - 90'x11', 100 TONNE, 4 SECTION, ELIMINATOR TRUCK SCALE, LOW PROFILE 8" CONC. DECK

DRAWN	RADU G.	TDR	.XX	.XXX	.XXX	ANG.2
DESIGNED	RADU G.	SIZE	D	DRAWING NO.	227123	REV. A
CHECKED		SCALE	NTS	DATE	2015-SEP-03	SHEET 1 OF 1

DO NOT SCALE DRAWING

REVISIONS				
REV.	ZONE	DESCRIPTION	DATE	APPD.
A		ADDITION OF PILING AND VOID FORM	2017 JAN 21	



- NOTES UNLESS OTHERWISE SPECIFIED
1. ALL DIMENSIONS ARE IN INCHES
 2. THIS DRAWING IS CERTIFIED FOR DIMENSIONAL REQUIREMENTS ONLY
 3. IF SCALE IS TO BE CERTIFIED BY BUREAU OF WEIGHTS AND MEASURES, VINDIBREAKS MAY BE REQUIRED. SEE ASSEMBLY DRAWING FOR DETAILS
 4. FINISH PIERS TO DIMENSIONS SHOWN LEAVING TOPS SMOOTH AND LEVEL
 5. THE BASE OF PIERS TO BE BELOW FROST LINE OR RESTING ON STABLE SUBSTRATA SUCH AS BEDROCK. DIMENSIONS SHOWN ARE RECOMMENDED MINIMUMS
 6. FOR UNUSUAL SOIL OR TRAFFIC CONDITIONS, DEEP FROST PENETRATION, HIGH WATER TABLE, ETC. ALTER FOUNDATION TO SUIT. WESTERN SCALE WILL NOT BE RESPONSIBLE FOR SOLIDITY OR STABILITY OF FOUNDATION REBAR LAYOUT TO BE DETERMINED BY CUSTOMER
 7. WHEN ERECTING PIERS AND SETTING ANCHOR BOLTS WORK FROM CENTER LINES
 8. RECOMMENDED GROUNDING RODS - ITEM 3 - ONE PER EACH PIER AS SHOWN SUPPLIED UPON REQUEST ONLY

9. MATERIAL SUPPLIED BY WESTERN SCALE OR REPRESENTATIVE:
 - PIT COPING (ITEM 3)
 - ANCHOR BOLTS (ITEM 2)
10. APPROACH/DEPARTURE RAMPS TO BE LEVEL WITHIN 1 PER 100 UNITS, AND SURFACED WITH ASPHALT OR CONSTRUCTED OF CONCRETE FOR A DISTANCE OF NOT LESS THAN 10'-0\"/>
11. PIER LOADS BASED ON HIGHWAY LEGAL VEHICLES WITH A MAXIMUM BRIDGED AXLE LOAD OF 29 TONNES. IF OTHER VEHICLES ARE USED, ADJUST PIER LOADINGS TO SUIT.
12. RECOMMENDED ELEVATION FOR GRAVEL BASE IS 4\"/>

ITEM	U.S. PART NO.	DESCRIPTION	QTY.
5		PIPE COUPLING, 3/4"	1
4		PIPE, 3/4" SCH 40	AP
3		GROUNDING ROD, 3/4"	4
2	A - 275212-1	ANCHOR BOLTS, 3/4"-10 NC x 8"	16
		CONCRETE INSERT, 3/4"-10 NC FEMALE, STAR PD CAST ZINC	ALT
1	B - 275293-1	PIT COPING	2

PARTS LIST

WESTERN SCALE COMPANY LIMITED
PORT COQUITLAM, B.C., CANADA

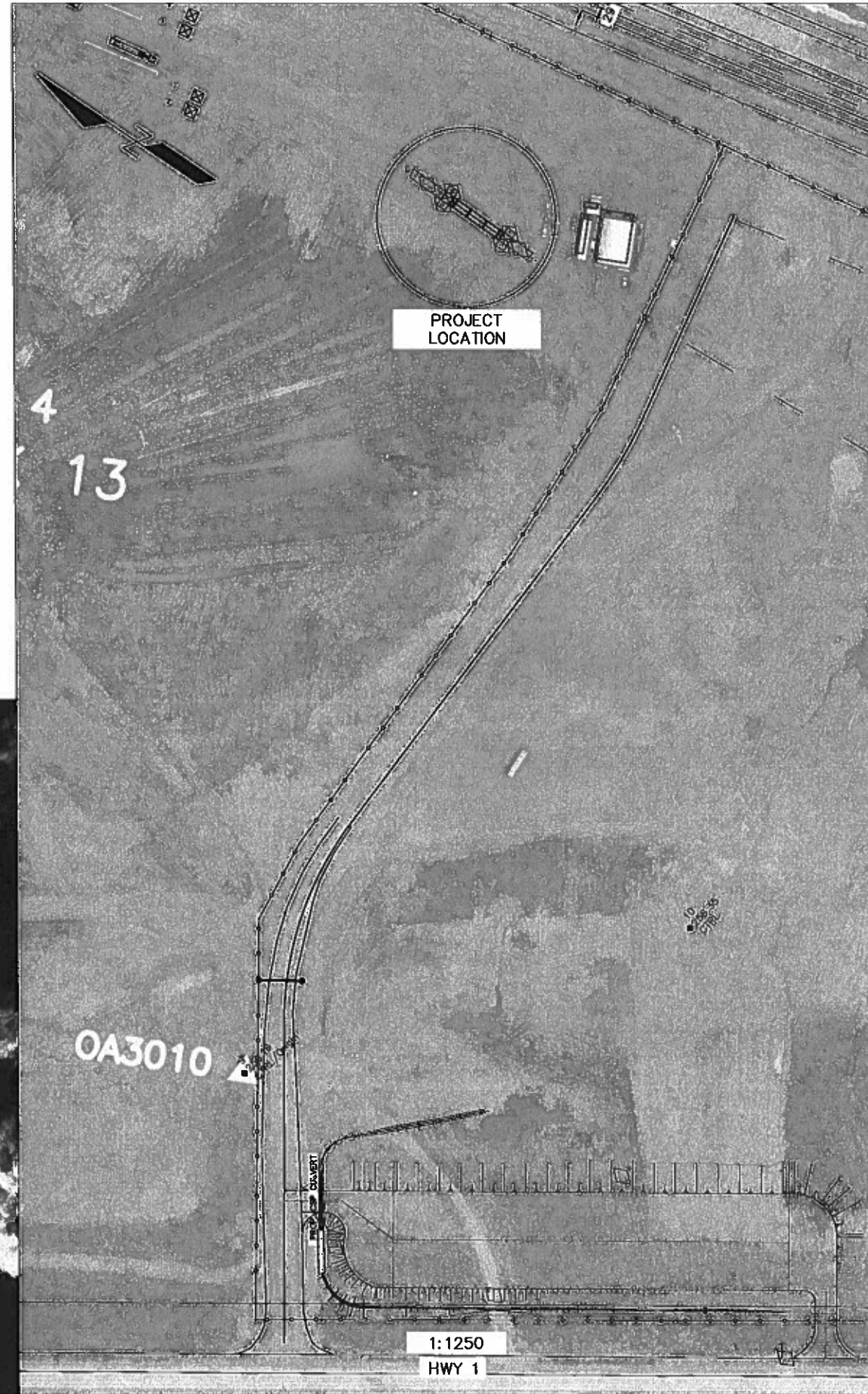
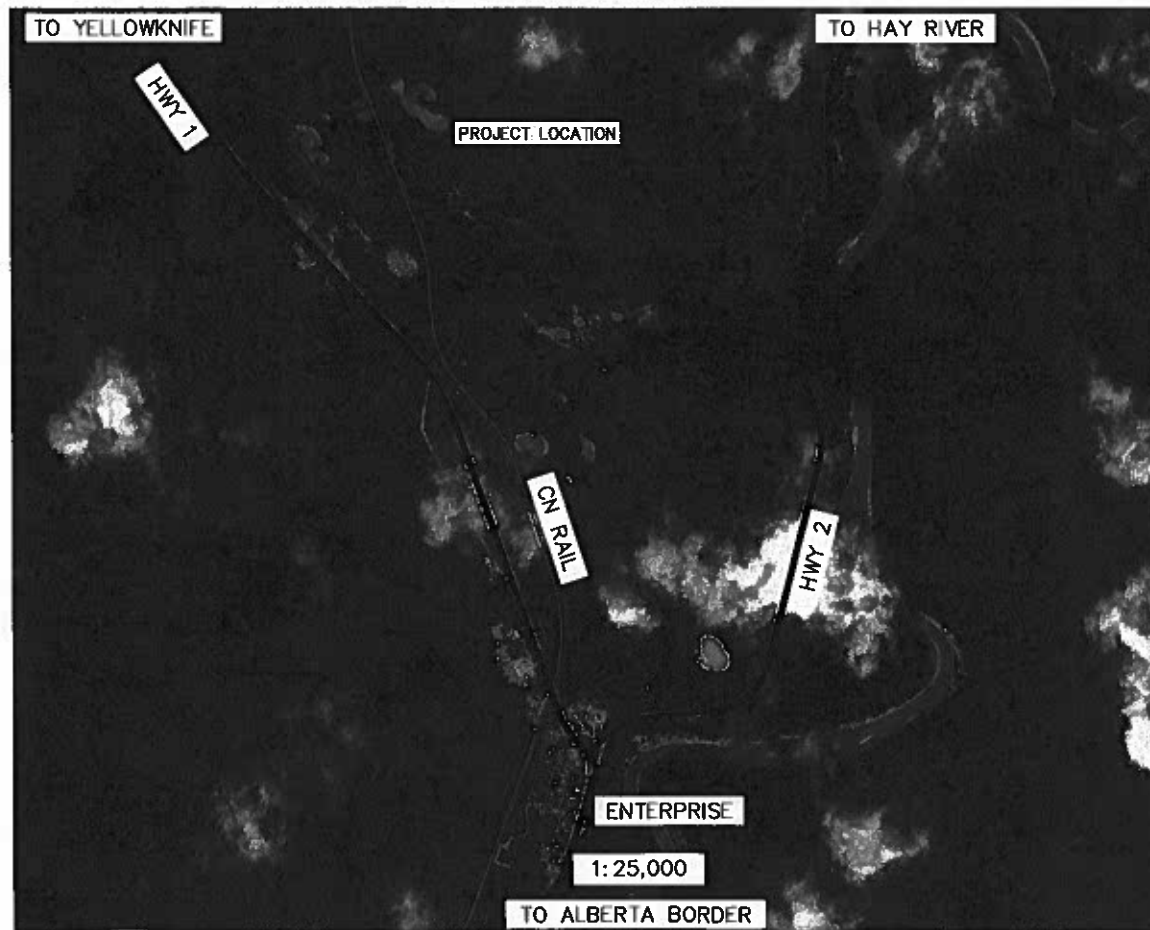
JOB NO. CUSTOMER

FOUNDATION - 90"x11", 100 TONNE, 4 SECTION, ELIMINATOR TRUCK SCALE LOW PROFILE 8" CONC. DECK

DRAWN	RADU G.	TOL.	.X#	.XX#	.XXX#	ANG#
DESIGNED	RADU G.	SIZE	D	DRAWING NO.	227123	REV. A
CHECKED		SCALE	NFS	DATE	2015-SEP-03	SHEET 1 OF 1
APPROVED		DO NOT SCALE DRAWING				

AWP INDUSTRIES

PROPOSED TRUCK SCALE



General Notes

STRAIGHT TRACKS

ROAD-BUILDING ENGINEERS



2023-06-21

No.	Revision/Issue	Date
1	ISSUED FOR PERMIT	23/06



Project Name and Address

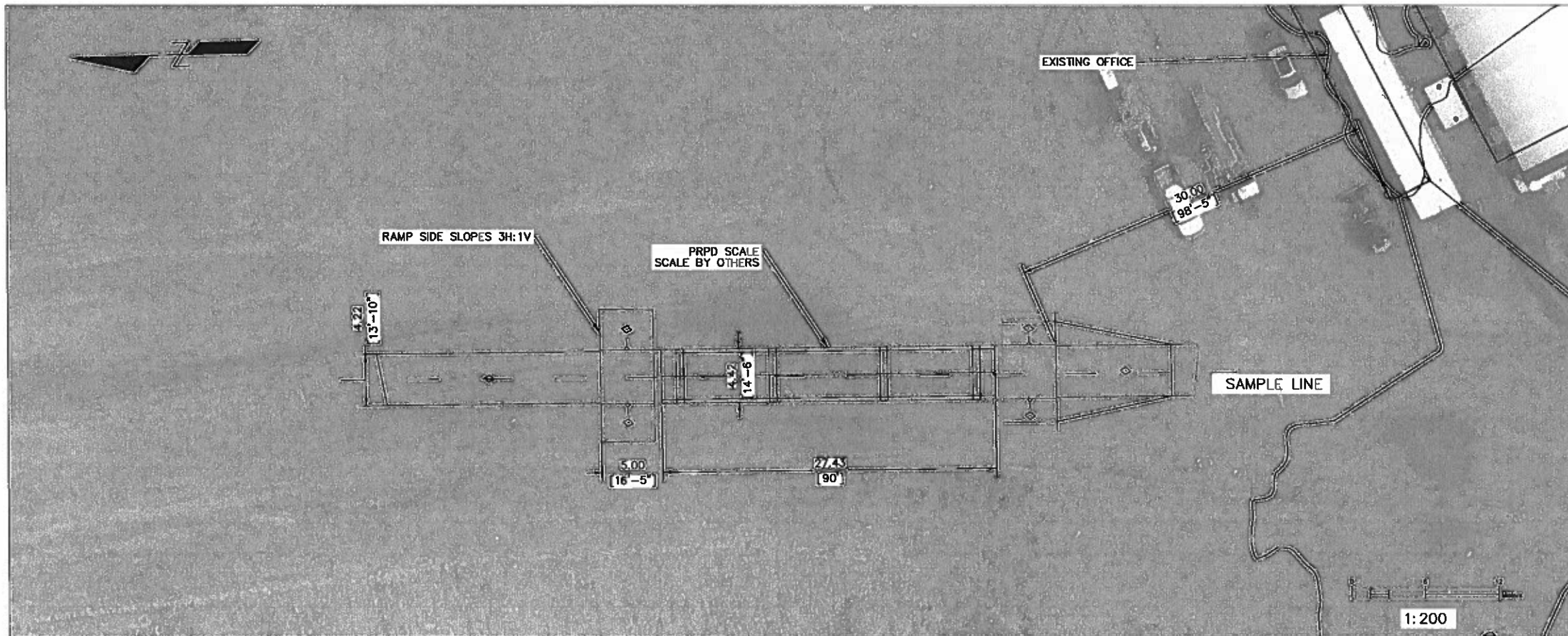
AWP INDUSTRIES
TRUCK SCALE
LOCATION PLAN

Project	AWP-002	Sheet	
Date	2023-06-21	WS	-02
Scale	AS NOTED		

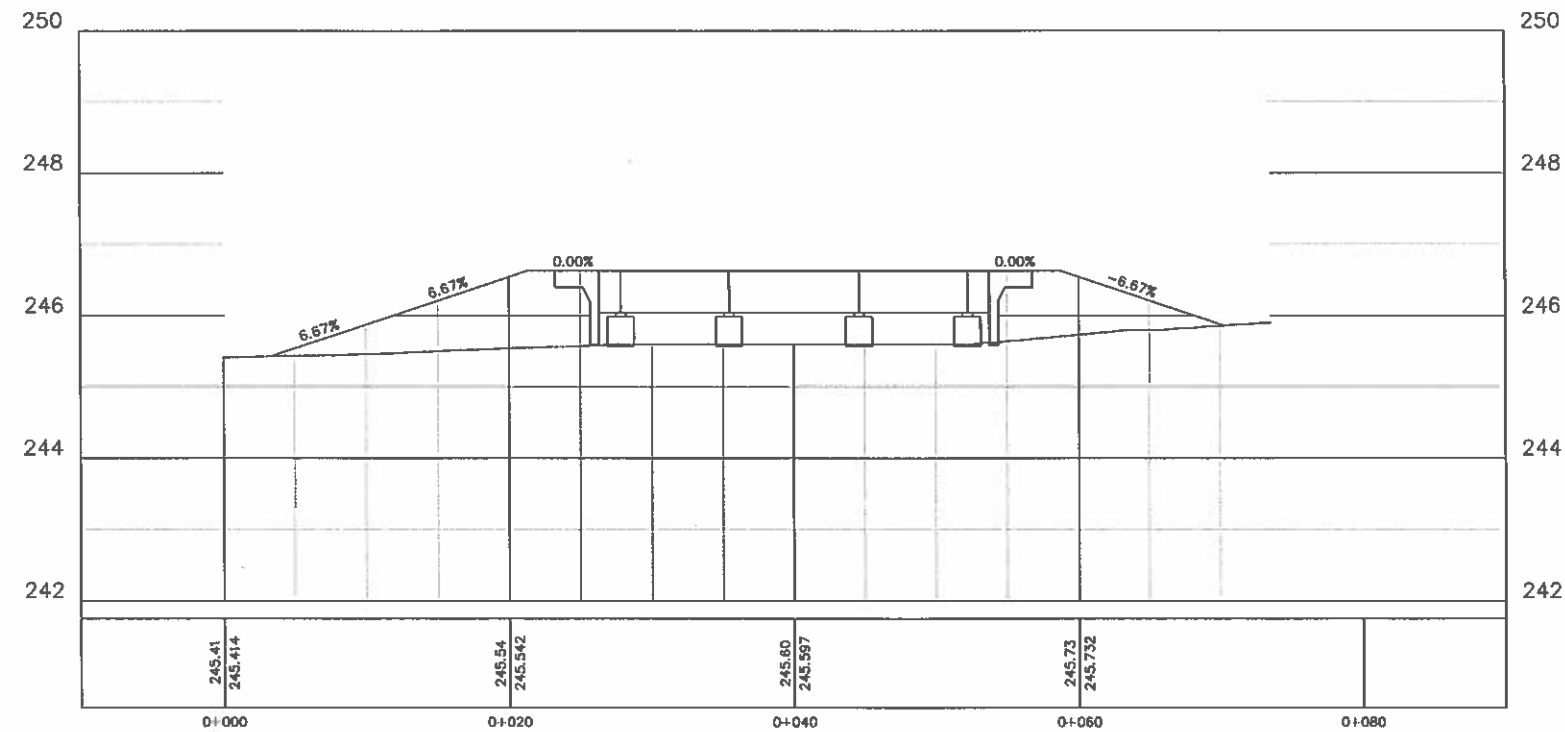
AWP_2023_05 - grading works.dwg

19.03.2007

19.03.2007 AWP_2023_05 - grading works.dwg



SCALE SAMPLE LINE PROFILE



PROPOSED TRUCK SCALE:

- 1) SCALE DESIGN BY OTHERS
- 2) GRADING TO USE PIT RUN GRANULAR FILL COMPACTED TO 98%SPMDD
- 3) SCALE FOUNDATIONS TO BE SCARIFIED AND COMPACTED TO 98% SPMDD
- 4) EMBANKMENT SIDE SLOPES TO BE 3H:1V



2023-06-21

No.	Revision/Issue	Date
1	ISSUED FOR PERMIT	23/06



Project Name and Address
**AWP INDUSTRIES
 TRUCK SCALE
 PLAN AND PROFILE**

Project AWP-002	Sheet
Date 2023-06-21	WS -02
Scale AS NOTED	

NEW ITEM

**PART ONE:
APPLICATION FOR DEVELOPMENT**

1. Applicant Information:

Applicant Information (Please Print):

Rail Equipment Garage 70ft by 96ft

Name: AWP Industries Corp Interest (if not owner): SAM
Telephone: 867-875-7470 Email: brad@awpltd.com
Mailing Address: 42 Mison Drive, Hay River, NW

Owner Information (if different than applicant):

Registered Owner's Name: AWP Industries Corp
Telephone: 867-875-7470 Email: brad@awpltd.com
Mailing Address: SAM
If the applicant is not the registered owner of the property, please submit a letter from the registered owner granting you permission to use the property for the intended use.

2. Location Information:

Address of Property to be Developed: 8200 MACKENZIE Highway
Zoning: _____ Lot# _____ Block# _____ Plan# _____ or Certificate of Title: _____
Lot Width: _____ metres Lot Depth: _____ metres Lot Area: _____ square metres
Type of Lot (check one): Street Facing Corner Interior Other
Existing Use(s) of Property: Logistics and Packaging Production
Proposed Use(s) of Property: SAM
Existing Utilities: Power / Trucked Water and Sewage.
Accessory Uses: _____

3. Other Details

Estimated Cost of the Project: \$800,000.00
Estimated Commencement Date: Aug 15/23 Estimated Completion Date: Sept. 30/23

PROPOSED DEVELOPMENT(S):

*Check all applicable development(s) and submit the completed, corresponding checklist of supporting information in **Part Two: Supporting Information** with your application.*

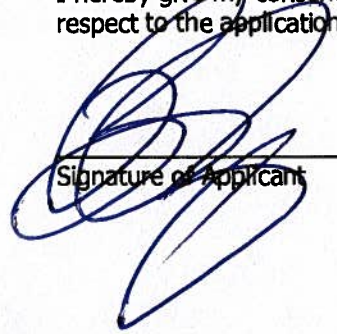
1. CONSTRUCTION 2. LAND DEVELOPMENT 3. HOME OCCUPATION

1. FEES

Development Application Fees to be determined in accordance with Part 4, Section 4.7 of the Hamlet of Enterprise Zoning Bylaw.

2. SIGNATURE

I hereby give my consent to allow all authorized persons the right to enter the above land and/or buildings with respect to the application only.



Signature of Applicant

June. 26/23
Date of Application

**PART TWO:
SUPPORTING INFORMATION**

1. CONSTRUCTION AND LAND DEVELOPMENT:

- New Construction
- Addition to Existing Building
- Proposed Lot Fill (if applicable): _____
- Site Plan showing (See Example in **Figure 1**):
 - Legal description
 - Site boundaries
 - Building outlines to scale and correctly located on the site
 - Yards (front, rear, and side)
 - Provisions for off-street loading, parking, and access and egress points (if applicable)
 - Provisions for landscaping and drainage (culverts)
 - Proposed signage showing measurements, design and lettering
- Floor plans (minimum 1:100 scale)
- Elevations (minimum 1:100 scale)
- Proof that notification has been given to all Utility Providers (please attach for gas, electrical etc.)
- For industrial uses, proof that the OFM has received and accepted a Safety Plan in conformance with the National Fire Code.
- Development Permit Fees

Please note that the submission of complete construction documents may be a requirement of the Office of the Fire Marshal of the NWT .

AWP INDUSTRIES

PROPOSED LOCOMOTIVE WARMING SHED



2023-06-21

No.	Revision/Issue	Date
1	ISSUED FOR PERMIT	23/06



Project Name and Address
**AWP INDUSTRIES
 LOCOMOTIVE SHED
 LOCATION PLAN**

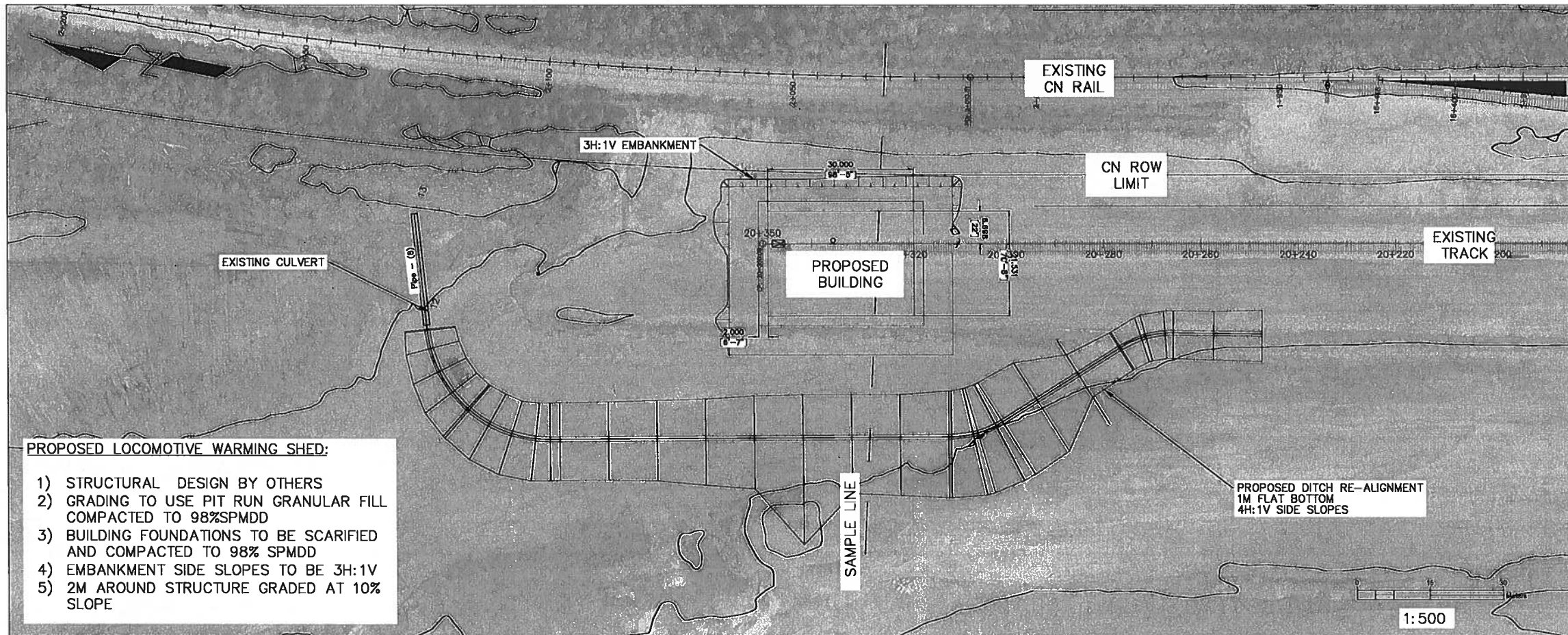
Project	Sheet
AWP-002	WS -02
Date 2023-06-21	
Scale AS NOTED	



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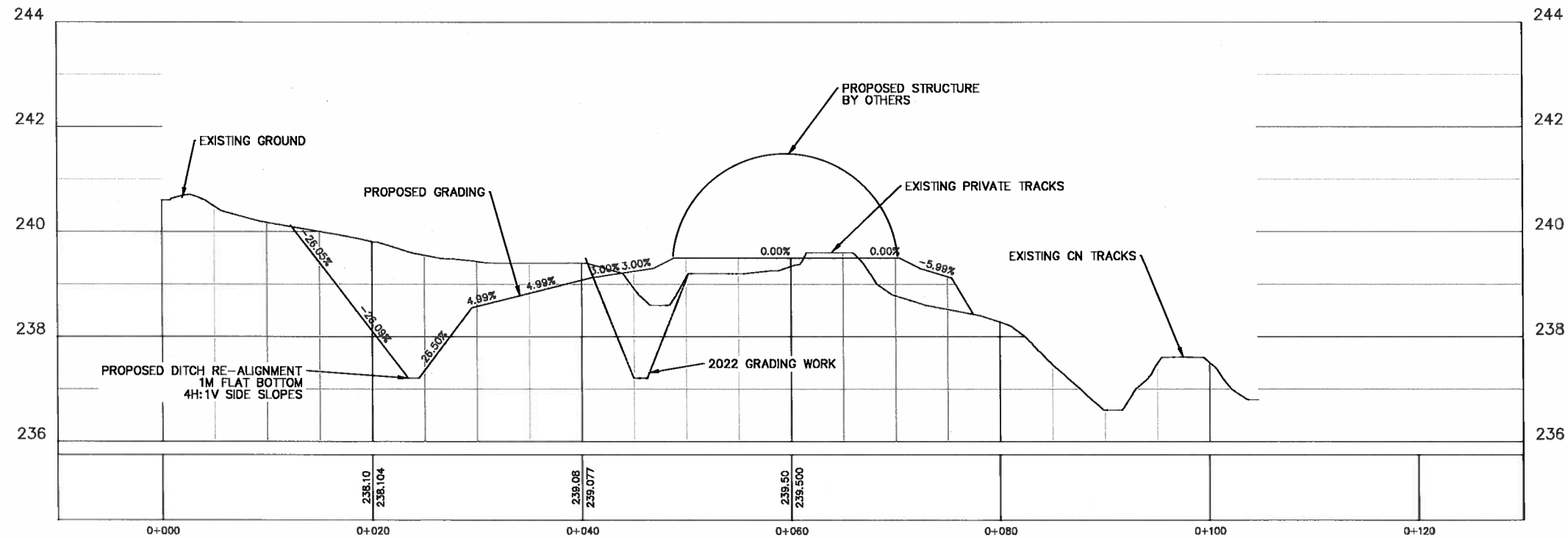
19.03.2007

AWP_2023_05 - grading works.dwg
19.03.2007



- PROPOSED LOCOMOTIVE WARMING SHED:**
- 1) STRUCTURAL DESIGN BY OTHERS
 - 2) GRADING TO USE PIT RUN GRANULAR FILL COMPACTED TO 98%SPMDD
 - 3) BUILDING FOUNDATIONS TO BE SCARIFIED AND COMPACTED TO 98% SPMDD
 - 4) EMBANKMENT SIDE SLOPES TO BE 3H:1V
 - 5) 2M AROUND STRUCTURE GRADED AT 10% SLOPE

LOCOMOTIVE WARMING SHED SAMPLE LINE PROFILE



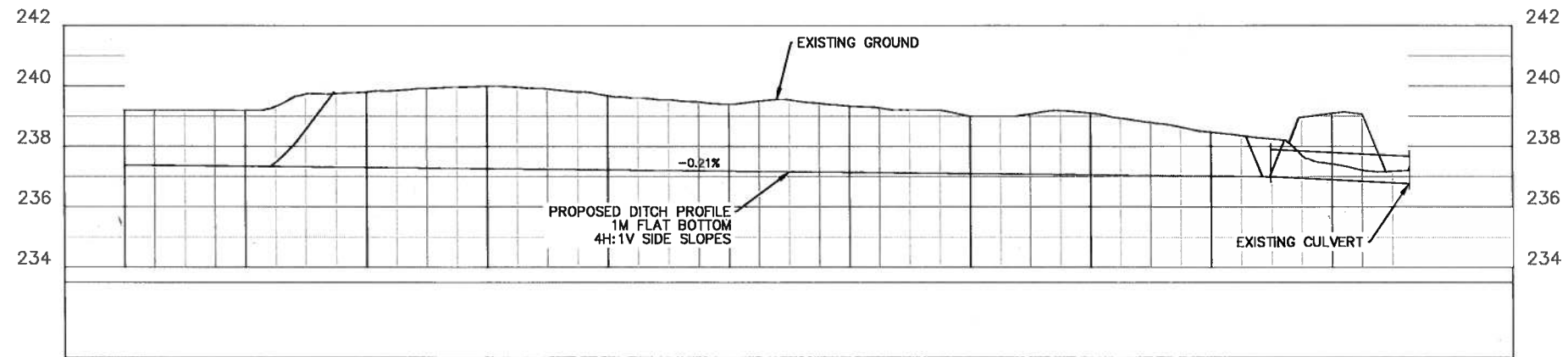
No.	Revision/Issue	Date
1	ISSUED FOR PERMIT	23/06



Project Name and Address
AWP INDUSTRIES
LOCOMOTIVE SHED
PLAN AND PROFILE

Project AWP-002	Sheet LS -02
Date 2023-06-21	
Scale AS NOTED	

DITCH RE-ALIGNMENT PROFILE



General Notes

REGISTERED PROFESSIONAL ENGINEER
S.E. HARPE
LICENSEE
2023-06-21

No.	Revision/Issue	Date
1	ISSUED FOR PERMIT	23/06



Project Name and Address
AWP INDUSTRIES
LOCOMOTIVE SHED
DITCH PROFILE

Project	AWP-002	Sheet	
Date	2023-06-21	LS	-03
Scale	AS NOTED		

NEW ITEM

HAMLET OF ENTERPRISE

BYLAW # 2023-149

“PROCUREMENT BYLAW”

Approved: xx
Motion: #2023-xx

**HAMLET OF ENTERPRISE
PROCUREMENT BYLAW 2023-149**

A bylaw of the Municipal Corporation of the Hamlet of Enterprise in the Northwest Territories to establish procedures for the making of contracts for and on behalf of the Hamlet.

WHEREAS pursuant to the *Hamlet's Act, SNWT 2003, c 22, sections 54 and 72(1)(j)*, the Hamlet has the power to enter into contracts for a municipal purpose and the procedure for the making of contracts for and on behalf of the Hamlet must be set out in a bylaw; and

WHEREAS Council wishes to provide direction and guiding principles for the procurement of goods and services by or on behalf of the Hamlet;

NOW THEREFORE BE IT RESOLVED that the Council of the Hamlet of Enterprise, at a duly assembled meeting, enact as follows:

1) SHORT TITLE

1.1 This bylaw may be sited as the "Procurement Bylaw."

2) DEFINITIONS

2.1 In this bylaw:

- a) "**As and When**" — means a form developed by the Hamlet of Enterprise that outlines the services a local business offers, and is willing to provide to the Hamlet of Enterprise on an "As and When" needed basis, and the cost of those services to the Hamlet;
- b) "**Bid**" – means a tender, proposal, quotation, an offer or submission received from a Vendor in respect of an Invitation to Tender, Request for Proposal, Request for Quotes, or other form of solicitation;
- c) "**Business License**" — means a certificate issued by the Hamlet of Enterprise that approves business to be conducted within the Hamlet's corporate boundaries;
- d) "**CETA**" – means The Canada-European Union Comprehensive Economic Trade Agreement;
- e) "**CFTA**" — means The Canadian Free Trade Agreement;

- f) **"Construction"** - means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, environmental assessment, the supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include professional services related to the construction contract unless they are included in the specifications for the Procurement;
- g) **"Contract"** - means a written, signed agreement for the procurement of goods, services or construction from a vendor, which may be evidenced by an agreement executed by the vendor and the Hamlet or a purchase order issued by the Hamlet to the vendor, whether agreed to by way of:
 - i. Direct Purchase (DP);
 - ii. Request for Quotes (RFQ);
 - iii. Request for Proposals (RFP); or
 - iv. Invitation to Tender (ITT).
- h) **"Council"** — means the Council of the Hamlet of Enterprise;
- i) **"Council Resolution"** — means a decision made by the Hamlet of Enterprise Council, during a duly called Council Meeting that is documented with a resolution number;
- j) **"Direct Purchase (DP)"** — means acquiring a good, service or construction through a private invitation without posting a public advertisement;
- k) **"Emergency"** — means an unforeseeable situation of urgency in which a delay in the Procurement of certain Goods and/or Services could jeopardize the operations of the Hamlet, cause the Hamlet to violate a binding law or order or risk injury or damage to persons or property;
- l) **"Goods"** — means things that are made to be sold [including the costs of installing, operating, maintaining or manufacturing such things] and includes supplies, materials, raw materials, products, equipment, and other physical object of every kind and description;
- m) **"Hamlet"** — means the Hamlet of Enterprise;
- n) **"Invitation to Tender (ITT)"** — means a solicitation, made by public advertisement or private invitation, for Tenders in respect to a proposed contract;

- o) **"Local Business"** — means a Vendor, which has established a permanent office or location of operation within the Hamlet's corporate boundaries that holds a valid Business License;
- p) **"Local Newspaper"** — means the Hay River Hub and/or the News North newspapers;
- q) **"Procurement"** — means the acquisition, by or on behalf of the Hamlet, by any means, including by purchase, rental, lease or conditional sale, of Goods and/or Services, but does not include:
 - i. any form of government assistance such as grants, loans, equity infusion, guarantee or fiscal incentives; or
 - ii. government provisions of Goods and/or Services to persons or other government organization.
- r) **"Procurement Value"** — means the estimated total financial commitment resulting from a Procurement (G.S.T. excluded) taking into account all forms of remuneration including premiums, fees, commissions and interest, and the total values of options if the Procurement provides for the possibility of options;
- s) **"Proposal"** — means a written offer to provide Goods or Services, or a combination of these, that is submitted in response to a Request for Proposals;
- t) **"Request for Proposals (RFP)"** — means a solicitation, made by public advertisement or private invitation, of proposals in respect to a proposed contract;
- u) **"Request for Quotes (RFQ)"** — means a solicitation, made by private invitation, for quotes in respect of the cost of a proposed Good, Service or Construction;
- v) **"Responsive"** — means, in respect of a Bid, conforming in all material respects to the Tender or the request for proposals;
- w) **"Senior Administrative Officer (SAO)"** — means the Senior Administrative Officer for the Hamlet of Enterprise in the Northwest Territories;
- x) **"Services"** — means all services to be supplied, including Construction and consulting;
- y) **"Tender"** — means an offer to sell or provide Goods, Services, or a combination of these, that is submitted in response to an Invitation to Tender;
- z) **"Vendor"** — means a person carrying on the business of providing Goods, Services and includes an individual, firm, partnership or proprietorship, supplier, contract, architect, consultant, bidder, or proponent.

3) APPLICATION

- 3.1 This Bylaw applies to Procurement undertaken by, or on behalf of, the Hamlet.
- 3.2 For greater certainty, this Bylaw does not apply to the acquisition of land by the Hamlet.
- 3.3 In the event that a Procurement is determined by the Hamlet to be subject to the CFTA or the CETA on the basis that the Procurement Value exceeds the relevant thresholds established in those agreements, and no exceptions to the application of those agreements applies in the circumstances:
 - a) the relevant provisions of the CFTA or the CETA, as applicable, shall apply to the Procurement in question; and
 - b) any provision of this Bylaw that is inconsistent with an applicable provision of the CFTA or the CETA shall be of no force and effect to the extent of the inconsistency.
- 3.4 For greater clarity, the Local Hire provisions of this Bylaw do not apply where the Hamlet determines that the Procurement is subject to the CFTA or the CETA.
- 3.5 Where the Hamlet determines that the Procurement is subject to the CFTA or CETA, the Hamlet must advertise the Procurement as required by the applicable agreement.

4) PROCUREMENT AUTHORITY

- 4.1 Hamlet Council is responsible for adopting the budget and approving projects through the operating budget and capital plan. Approval of the budget constitutes approval for the Hamlet administration to proceed with the Procurement, including the subsequent award of contracts in accordance with this Bylaw, provided the Procurement Value falls within the applicable limit under this section. Where a Procurement has been approved in either the annual operating budget or annual capital plan, but the Procurement Value is greater than the Procurement authority for the SAO under this Bylaw, approval of the Procurement and the award of contracts must be done by Council.
- 4.2 Unless Council has delegated the authority for the award of a contract, by resolution, to the SAO or other municipal official, the Council will award all contracts in a duly assembled Council meeting or a Special Council meeting.
- 4.3 The SAO is authorized to award contracts in accordance with this Bylaw where the Procurement Value is less than \$50,000 and the Procurement of the Good or Service was within the approved annual operating budget or the approved annual capital plan.
- 4.4 In the event of an Emergency, the SAO may, without prior Council approval, expend funds necessary to address the Emergency, and such expenditure may exceed the sum specified in section 4.5. If an Emergency expenditure is made pursuant to this section, the SAO shall report the expenditure to Council as soon as possible after it has occurred.

4.5 The following Hamlet employees are authorized to award contracts in accordance with this Bylaw provided the Procurement Value of the Good or Service is less than the applicable limit and the Procurement was within the approved annual operating budget or approved annual capital plan:

Employee	Procurement Value
a. Senior Administrative Officer	up to \$50,000

4.6 In the case of a Procurement where the Procurement Value exceeds the amount set out for the SAO, all Procurement documents, purchase orders, and Contracts must be approved by Council. Once approved by Council, the Procurement documents, purchase orders, or Contracts may be signed by the Mayor, SAO, or their authorized designate.

5) PROCUREMENT METHODS

5.1 Subject to the provisions of this Bylaw, the Procurement of Goods or Services by and for the Hamlet from a Vendor, may be acquired by one or more of the following methods:

- a) Direct Purchase;
- b) Request for Quotes;
- c) Request for Proposals; or
- d) Invitation to Tender.

5.2 The selection of the appropriate method of Procurement is to be determined on a case-by-case basis based on the nature of Procurement and needs of the Hamlet. When selecting the appropriate method for Procurement in a given case, the Hamlet must consider the following characteristics of each method as set out in this Bylaw.

6) DIRECT PURCHASE

6.1 Direct Purchase is reserved for low value Procurement and is intended to expedite the acquisition of Goods and Services and reduce administrative costs.

6.2 Direct Purchase may be used where the Procurement Value is less than \$10,000.

6.3 Direct Purchase may be made using petty cash (up to \$500), a purchasing card, or a purchase order.

7) REQUEST FOR QUOTES

- 7.1 A Request for Quotes is appropriate for low to medium value Procurements for known Goods or Services, and where the requirements and technical specifications are known to the Hamlet.
- 7.2 The lowest priced Bid that best meets the specifications will be accepted unless evaluation criteria are used, in which case the highest ranked Bid will be accepted.
- 7.3 All information provided to Vendors is to be identical.
- 7.4 Where the Procurement Value is greater than \$10,001 and less than \$25,000:
 - a) Bids may be received by documented telephone call, email or written proposal in response to a Request for Quotes depending on the nature and complexity of the Procurement opportunity;
 - b) A minimum of two (2) quotes shall be obtained and the lowest cost Bid that meets the requirements of the Request for Quotes may be accepted unless evaluation criteria are used, in which case the highest ranked Bid may be accepted; and
 - c) The Hamlet may choose to obtain Bids by invitation and without public advertisement.
- 7.5 Where the Procurement Value is greater than \$25,001 and less than \$50,000:
 - a) Bids may be received by documented telephone call, email or written proposal in response to a Request for Quotes depending on the nature and complexity of the Procurement opportunity;
 - b) A minimum of three (3) quotes shall be obtained and the lowest cost Bid that meets the requirements of the Request for Quotes may be accepted unless evaluation criteria are used, in which case the highest ranked Bid may be accepted; and
 - c) The Hamlet may choose to obtain Bids by invitation and without public advertisement.
- 7.6 Where the Procurement Value is greater than \$50,001 a Request for Quotes may be used subject to the following conditions:
 - a) the Request for Quotes is, at a minimum, publicly advertised within the South Slave Region of the Northwest Territories;
 - b) a minimum of three (3) Bids shall be obtained;
 - c) Bids must be received in a written proposal in response to a Request for Quotes depending on the nature and complexity of the Procurement opportunity; and

d) All information provided to Vendors is to be identical.

8) INVITATION TO TENDER

8.1 An Invitation to Tender is:

- a) Commonly used for major Construction projects and higher Procurement Value;
- b) Used when the Hamlet knows what it wants to do and how to do it;
- c) Used primarily when price or cost is the sole award factor, but may also be used when criteria other than price are the deciding factor;
- d) The Invitation to Tender contains detailed requirements and technical specifications; and
- e) Terms and conditions are considered mandatory requirements that must be met.

8.2 Where the Procurement Value is greater than \$50,001, an Invitation to Tender may be used subject to the following conditions:

- a) for Procurement Values greater than \$50,001 and less than \$100,000, the Invitation to Tender is publicly advertised, at a minimum, within the South Slave Region of the Northwest Territories;
- b) for Procurement Values greater than \$100,001 the Invitation to Tender is publicly advertised, at a minimum, within the Northwest Territories;
- c) for Procurement Values that exceed the relevant thresholds of the CFTA or CETA, the Invitation to Tender is publicly advertised in accordance with such tender agreement;
- d) The terms and conditions of the Tender are mandatory requirements that must be met; and
- e) The Invitation to Tender is legally binding as between the Hamlet and Vendors who submit a Tender, in accordance with the terms and conditions attached to the Invitation to Tender.

8.3 The information contained in the Invitation to Tender must include:

- a) A brief description of the Procurement contemplated;
- b) The place where a person may obtain information and Tender documents;
- c) The conditions for obtaining the Tender documents;

- d) The place where Tenders are to be sent;
- e) The date and time limit for submitting Tenders;
- f) The time and place of the opening of the Tenders in the event of a public opening;
- g) If applicable, whether the Invitation to the Tender is subject to the CFTA or CETA; and
- h) Any other information contained in the content of Procurement documents found in Appendix “A” of this Bylaw.

8.4 The lowest priced Tender that meets the terms and conditions of the Invitation to Tender may be accepted unless evaluation criteria are used, in which case the highest ranked Tender that meets the terms and conditions of the Invitation to Tender may be accepted.

9) REQUEST FOR PROPOSALS

9.1 A Request for Proposals is:

- a) Appropriate where a need is identified, but how it will be achieved is unknown at the outset;
- b) Allows Vendors to propose solutions or methods in response to the Request for Proposal;
- c) Specifications are general in nature; and
- d) Vendor selection is based on evaluation criteria other than only price.

9.2 Where the procurement value is greater than \$50,001, a Request for Proposals may be used subject to the following conditions:

- a) for Procurement Values greater than \$50,001 and less than \$100,000 the Request for Proposals is publicly advertised, at a minimum, within the South Slave Region of Northwest Territories;
- b) for Procurement Values greater than \$100,001, the Request for Proposals is publicly advertised, at a minimum, within the Northwest Territories;
- c) for Procurement Values that exceed the relevant thresholds of the CFTA or CETA, the Invitation to Tender is publicly advertised in accordance with such tender agreement;
- d) The Hamlet may negotiate specific terms and conditions of the Contract with the selected Vendor following the close of the Request for Proposals; and

e) The Request for Proposals is not legally binding on either party until a Contract is executed.

9.3 The information contained in the Request for Proposals must include:

- a) A brief description of the Procurement contemplated;
- b) The place where a person may obtain information and Request for Proposals documents;
- c) The conditions for obtaining the Request for Proposals documents;
- d) The place where Proposals are to be sent;
- e) The date and time limit for submitting Proposals;
- f) If applicable, whether the Request for Proposals is subject to the CFTA or CETA; and
- g) for Procurement Values that exceed the relevant thresholds of the CFTA or CETA, the Invitation to Tender is publicly advertised in accordance with such tender agreement.

9.4 The highest ranked proposal according to the chosen evaluation criteria that meets the needs of the Hamlet may be accepted.

10) LOCAL HIRES

10.1 Subject to the provisions of this Bylaw, the Hamlet may give preference to local Goods, Services and Construction, providing the Vendor:

- i. is considered a Local Business as defined by this Bylaw;
- ii. has on file with the Hamlet, a completed "As and When" Form; and
- iii. meets all requirements as outlined in this Bylaw, and as set out in any applicable Request for Quotes, Request for Proposals or Invitations to Tender.

10.2 In making a Procurement decision where the lowest cost Bid is the sole criteria, preference may be given to a Local Business, provided that the price offered by the Local Business is no more than fifteen (15%) percent greater than the price that could be obtained by utilizing the lowest cost Bid from a Vendor other than a Local Business.

10.3 Where Procurement is by way of Invitation to Tender or Request for Proposals, any local preference that is to be considered shall be identified and described in the notice of Invitation to Tender or Request for Proposals provided to Vendors.

11) BID SECURITY

11.1 The Council or where delegated, the SAO, may demand, as part of the Bid, a percentage of the Bid, not to exceed 15%, that may be held against the successful completion of the Procurement.

11.2 The Vendor shall enclose Bid security in accordance with either:

- a) a Bid bond from a company whose bonds are acceptable to the Council. Bonds shall be made payable to the Hamlet; or
- b) a Bid security deposit which must be a certified cheque, bank draft, a bank irrevocable letter of guarantee, or such other Bid security as the Council considers acceptable. The Bid security deposit must be payable to the Hamlet.

11.3 The Bid security deposit may be forfeited at the discretion of the Council if the Vendor refuses to enter into a Contract when called upon to do so.

12) ADVERTISEMENT OF PROCUREMENT

12.1 All Invitation to Tender and Requests for Proposals that are not deemed "Invitation Only" will be made public as set out in the sections of this Bylaw for each Procurement method.

12.2 Public notices for the purposes of soliciting Bids will be advertised as follows:

- a) the Hamlet's Facebook page and website (Hamlet of Enterprise);
- b) local public bulletin boards within the Hamlet;
- c) Local Newspaper;
- d) when applicable, regional newspapers; and
- e) when applicable, electronically on an approved tendering website that is equally accessible to all Northwest Territory or Canadian Vendors.

13) CONFIDENTIALITY

13.1 Pursuant to the *Access to Information and Protection of Privacy Act*, SNWT 1994, c 20, the Hamlet commits to protecting confidential information from unauthorized access, use, and disclosure.

13.2 Unsuccessful Bids are considered confidential information. The Request for Quotes, Invitation to Tender, or Request for Proposals documents must make the confidentiality of Bids clear.

13.3 In the case of Requests for Proposals and Request for Quotes, the public release of information related to unsuccessful Bids is limited to the name of the Vendor.

13.4 In the case of Invitations to Tender, the public release of information related to unsuccessful Tenders is limited to the name of the Vendor and the amount of the Tender.

14) EXCLUSION OF VENDORS OR CONTRACTORS DUE TO POOR PERFORMANCE

14.1 The SAO shall document evidence and keep records where the performance of a Vendor has been unsatisfactory in terms of failure to meet Contract specifications, terms and conditions or health and safety violations.

14.2 Council may prohibit an unsatisfactory Vendor from participating in future procurements for a period of up to three (3) years.

14.3 All decisions of Council must be in the form of a Council Resolution.

15) PUBLIC OPENINGS

15.1 All Tenders received in response to an Invitation to Tender will be subject to public opening if price or cost is the sole award factor and no other evaluation criteria were included in the Invitation to Tender. Where additional evaluation criteria beyond price are set out in the Invitation to Tender, a public opening of the Tenders will not be held.

15.2 The time, location and conditions of the public opening must be made known in advance and must be contained in the Procurement documents provided to potential Vendors.

15.3 Only the name of the Vendor and the total cost or price in the Tender is to be released during a public opening.

15.4 All Vendors are to be instructed that there will be no award at the public opening and all Tenders will be subject to further review and analysis prior to award.

15.5 All other aspects of the Tenders are to remain confidential prior to award.

15.6 At least two employees are required to attend all public openings for the purpose of reading aloud the Tenders received and recording the results.

15.7 Every Tender that is received after the deadline to submit Tenders will not be considered and must be returned unopened to the Vendor who submitted it.

16) AWARD CONSIDERATIONS

- 16.1 The Council, or if delegated to the SAO or Hamlet employee, may establish an evaluation committee which shall use the evaluation criteria developed in the Request for Quotes, Invitation to Tender, or Request for Proposals. Such a committee cannot include Vendors or their agents but may include the SAO. Appendix “B” sets out an example format for rating Bids.
- 16.2 For Procurements that do not have evaluation criteria established, the lowest Bid meeting specifications will normally be accepted subject to the specific wording in the Procurement documents and the provisions of this Bylaw. If a Bid other than the low Bid is recommended written justification must be provided to the Council or the SAO prior to award. Normally, the only reasons acceptable for selecting other than the lowest Bid are where:
- a) the lowest Bid does not meet specifications materially;
 - b) the Vendor submitting the lowest Bid cannot deliver within the time required;
 - c) acceptance of the lowest Bid would result in a higher overall or end cost; and
 - d) the Bid meets the criteria for the Local Hire provisions in accordance with this Bylaw.
- 16.3 Where the recommended Vendor is other than the lowest acceptable Vendor, the award for the Procurement must be approved by the Council or the SAO in writing, as may be applicable. When price is not the sole awarding factor, evaluation and Vendor selection shall be based on evaluation criteria which must be identified and included in the procurement documents provided to potential Vendors. The evaluation criteria shall be assigned weighting for analysis of Bids.
- 16.4 The SAO or Council may refuse all Bids and not award the contract if there is a justified reason.

17) NOTIFICATION

- 17.1 The successful Vendor shall be notified by the Hamlet as soon as possible after evaluation and selection of the Procurement. A Contract or purchase order must be issued to confirm the award.
- 17.2 Upon completion and award of a Procurement by way of Invitation to Tender or Request for Proposals, the unsuccessful Vendors are to be notified that a successful vendor has been selected.

18) CONTIGENCY

18.1 The SAO or a person delegated by Council to manage the Procurement has the authority to issue change orders to a maximum cumulative total of an additional 10% of the Contract, provided there are sufficient funds within the budget approved by Council.

18.2 A change order issued in accordance with section 18.1 may only be issued if the additional funds are required to complete the work set out in the original Procurement and awarded Contract.

18.3 Each change order must be reported to Council.

18.4 Changes above the amount set out in section 18.1 must go to Council for approval.

19) DOCUMENT MANAGEMENT

19.1 The successful Vendor must submit proof of liability insurance, workers' compensation insurance, Business License and vehicle insurance (where applicable) within 14 days following the contract award.

19.2 Records of the Procurement and project shall be kept by the SAO or Hamlet employee delegated to manage the Procurement in accordance with the Hamlet's record retention policy or bylaw. These records may be used to evaluate future projects where the Vendor shows an interest.

20) SOLE SOURCING

20.1 Subject to the provisions of this Bylaw, Procurement without competition may occur only if one or more of the following conditions apply:

- a) Procurements are subject to Direct Purchase;
- b) The Procurement is for an Emergency. Emergency purchases should not be the result of poor planning or incorrect allocation of resources. However, single sourcing an acquisition is appropriate where the lack of immediate action could jeopardize Hamlet operations or the safety or health of the Hamlet's people or property;
- c) Sole sourcing an acquisition where Goods or Services are only available from one Vendor by reason of:
 - i. a statutory or market-based monopoly;
 - ii. scarcity of supply in the market;
 - iii. existence of exclusive rights (i.e. patent, copyright or license); or

iv. need to avoid violating warranties or guarantees.

21) REPEAL

21.1 Bylaw No. 2018-12 is hereby repealed.

22) EFFECTIVE DATE

22.1 This bylaw shall come into force and take effect upon receiving third reading.

23) READINGS

Read a First time this ____ day of _____, 2023.

Read a Second time this ____ day of _____, 2023.

Read a Third and Final time this ____ day of _____, 2023.

Michael St. Amour
Mayor

Blair Porter
Senior Administrative Officer

As per Section 77(1)(d) of the Hamlets Act, I hereby certify that this bylaw has been made in accordance with the requirements of Hamlets Act and the bylaws of the Municipal Corporation of Hamlet of Enterprise.

Certified this ____ day of _____, 2022.

Blair Porter
Senior Administrative Officer

APPENDIX "A"

CONTENT OF PROCUREMENT DOCUMENTS

The following minimum items should be included as they apply.

1. A Project Description (Terms of Reference) including:
 - a) the purpose of the work (a very brief general description of the end product);
 - b) the scope of work (a very brief general statement of the extent of the work);
 - c) the project circumstances (e.g., location constraints, unusual conditions, etc.);
 - d) investigations and examinations to be conducted by the successful proponent;
 - e) relevant policies, standards and requirements (e.g., protocol and confidentiality requirements);
 - f) municipal resources to be made available to the successful proponent (e.g., personnel, support services and information);
 - g) a time schedule for completion of each stage of the work;
 - h) the requirements for progress reporting, interim approval and final acceptance, and financial controls;
 - i) instructions.
2. A description of information to be provided in the Procurement:
 - a) names, qualifications and locations of proposed personnel and their responsibilities in the work of the contract;
 - b) resources to be assigned or made available to the project;
 - c) list of subcontractors and their qualifications and locations;
 - d) proposed methodology or approach to the work of the contract;
 - e) descriptions of relevant work on similar projects and a client list;
 - f) proposed project schedule with comments if varied from the schedule called for;
 - g) hourly personnel rates, estimated total fees and expenses with an explanation;
 - h) head and branch office locations and proposed work performance locations.
3. Required proposal content and manner of evaluation, including:
 - a) a full description of content and format expectations;
 - b) criteria and formulae to be used in evaluating proposals;
 - c) submission acceptance closing time and location; and
 - d) statements of critical project requirements and specifications, e.g., "If the proponent cannot meet stipulated schedule deadlines, it would not be appropriate to submit a proposal."

APPENDIX “B”

EXAMPLE OF RATING SCHEDULE FOR A BID

No.	Rating Criteria	Assigned Weight (A)	Unit Points Awarded (B)	Total Points A x B	Remarks
1	Personnel to be assigned or made available to the project	20			
2	Methodology or approach	15			
3	Past relevant experience	15			
4	Project schedule	10			
5	Fees and expenses as compared to estimate	25			
6	Past performance appraisals	15			
	TOTALS	100		Maximum 1000	

Note: A copy of the Rating Schedule form should be issued and explained within the Procurement documents.

In the event that two or more Bids are evaluated as equal, the final recommendation is based on a further evaluation of the proponents intended use of local hire on a dollar value basis.

1. Assign a weight to each criterion based on its relative importance. The weights and the criteria may vary from contract to contract depending on the nature of the Procurement, except that the price information is always required. Include the assigned weights in the Rating Schedule form issued within the Procurement documents. Every Bid must be evaluated using the same weights.

- Using a separate form for each Bid received; enter a rating score for each criterion in Column B, according to the following code.

Poor	1-3 points
Fair	4-6 points
Good	7-8 points
Excellent	9-10 points

Multiply the individual weights in Column A by the individual scores in Column B and enter the products in Column C. Add these products in Column C and enter the total at the bottom.

- Compare the total scores on each form. The highest total score should indicate the Bid that potentially will provide the best value to the Hamlet.